

**ACT OF DECLARATION
CREATING AND ESTABLISHING THE
CONDOMINIUM REGIME**

7608 CONDOMINIUMS

NOTARIAL ARCHIVES OF ORLEANS PARISH
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7608 Condominiums

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**DECLARATION CREATING AND
ESTABLISHING CONDOMINIUM
PROPERTY REGIME
FOR
7608 CONDOMINIUMS**

* **UNITED STATES OF AMERICA**
*
* **STATE OF LOUISIANA**
*
* **PARISH OF ORLEANS**

BE IT KNOWN, that on this 14th day of the month of July, 2008;

BEFORE ME, the undersigned, a Notary Public duly commissioned and qualified in and or the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

The 7608 Corporation, a Louisiana Corporation, represented herein by Jonathan Jordan, its duly authorized representative pursuant to the authorization annexed hereto and made a part hereof (hereinafter referred to as the "Declarant");

Mailing Address: 924 ½ S.Carrollton Avenue, New Orleans, LA 70118:

who declared:

RECITALS, INTENT AND PURPOSES

WHEREAS, Declarant is the owner of that certain immovable property situated in the 6th District of the City of New Orleans, Square No. 63 by act of Sale dated December 30 ,1983, registered as COB 791, Folio 137 in the Conveyance records for Orleans Parish, which property is more particularly described in Exhibit B attached hereto and made a part hereof.

WHEREAS, Declarant, by this Act of Declaration, and as shown by the plans annexed hereto, has caused the property to be converted into condominium units. The units shall be comprised of residential units. The permitted use of the units shall be determined by Declarant.

WHEREAS, Declarant expressly declares the desire to submit the property and improvements hereinafter described to a Condominium Property Regime established by the Condominium Act of the State of Louisiana, LA. R. S. 9:112.101, *et seq.*, the same to be known as 7608 Condominiums, all on the following terms and conditions, to-wit:

WHEREAS, by this Condominium Declaration, it is intended to divide the Property into separate parcels of immovable or real property which, in accordance with the provisions herein contained, shall be subject to the benefits, and burdens of a Condominium Property Regime (hereinafter referred to as "Condominium"); and said units are designated on the building plans attached and consist of nine (9) Units.

WHEREAS, notwithstanding such separation of title, Declarant, by placing the condominium plan into effect, will establish a plan of ownership in division of the common elements of said Condominium Property among the owners of the individual units; and

WHEREAS, it is desirable, that this Condominium Declaration provides the basic requirements to effect such purposes and provide for proper use of the Property, and that within these basic requirements, an Association, hereinafter referred to and its Board of Directors shall have the right and duty to effect and carry out the purposes of this Condominium;

NOW, THEREFORE,

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

This condominium will consist of nine (9) units, namely Units A through I, all as more fully shown in Exhibit C.

ARTICLE I
DEFINITIONS

1. **ACT.** The Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.), as it may be amended.

2. **ASSESSMENT.** That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing, and managing the Condominium Property that from time to time is assessed against and paid by all or some of the Unit Owners, as hereinafter provided.

3. **ASSOCIATION.** A Louisiana non-profit corporation (or any successor entity) composed of all the unit owners and the entity which shall jointly be responsible for the administration and operation of the Condominium Property. The Articles of Incorporation and By-Laws of the Association are annexed hereto and made a part hereof as Exhibit D and Exhibit E, respectively.

4. **BOARD OF DIRECTORS OR BOARD.** The governing body of the Association elected pursuant to the By-Laws of the Association.

5. **BUDGET.** That certain budget attached hereto as Exhibit F and by this reference made a part hereof, and as same may be modified from time to time by the Board.

6. **BUILDING.** The building located on the Parcel and forming part of the Property and containing Units.

7. **BY-LAWS.** The By-Laws of the Association attached hereto as Exhibit E and by this reference made a part hereof and as the same may be amended from time to time.

8. **COMMON ELEMENTS.** All that part of the Condominium Property (movable or immovable property) which is not within or a part of the individual units as such units are shown on the attached Plat of Survey of Land and Buildings (Exhibit C) or described herein, or which exists within units by virtue of a servitude created herein, and without limiting the generality of the foregoing, shall include the following:

- a. All foundations, piers, bearing walls, perimeter walls, columns, roofs, lobbies, stairways, and entrances and exits or communication ways, except as may be otherwise herein provided or stipulated;
- b. All land, yards, walkways, gardens, balconies, patios, storage sheds, service streets, laundry facilities and parking areas, except as may be otherwise herein provided or stipulated;
- c. All compartments or installation of central services including, but not limited to, central air conditioning, heating, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and the like, and all similar devices and installations existing for common use, if any;
- d. All elevators and elevator shafts, if any;
- e. All recreational areas, if any, and the like, existing for common use; and
- f. All other elements marked and shown as Common Elements on the Building Plans.
- g. All other elements of the Building or Parcel desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

9. **COMMON EXPENSES.** The expenses for which the Unit Owners will be assessed by the Board of Directors, which expenses shall include, but not be limited to, the estimated cost of the following:

- a. Ad valorem real estate taxes and other taxes of any kind which may be levied against the Condominium Property, and which are not levied against an individual Unit or Unit Owner;
- b. Maintenance, management, operation, repair and replacement of and additions to the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- c. Utilities incurred in operation of the Common Elements not otherwise paid by any individual Unit Owner or Owners;
- d. Management and administration of the Association including, without limiting the same, compensation paid by the Association to a managing agent, accountant(s), attorney(s), and other employees;
- e. Liability and casualty insurance carried by the Association with respect to designated parts of the Condominium Property;
- f. Any other item held by or in accordance with this Condominium Declaration or a recorded amendment thereto, or the By-Laws to be a Common Expense.
- g. Expenses agreed upon as common expenses by the Unit Owners.
- h. Any other items the Board approves as Common Expenses.

10. **COMMON SURPLUS.** The excess of all receipts, including rents, profits and revenues received from the Common Elements, over the amount of Common Expenses. Each Unit's percentage interest in the Common Surplus is the same as such Unit's percentage obligation for the payment of the Common Expenses.

11. **CONDOMINIUM.** The entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Elements, including any Limited Common Elements allocated to his unit and ownership of his individual unit.

12. **CONDOMINIUM DOCUMENTS.** This Condominium Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

- Exhibit A - Public Offering Statement.
- Exhibit B - Description of Land.
- Exhibit C - Survey, Plat, Drawings of Units.
- Exhibit D - Articles of Incorporation of 7608 Condominium Association, Inc.
- Exhibit E - By-Laws of 7608 Condominium Association, Inc.
- Exhibit F - Projected Budget.
- Exhibit G - Allocation of Common Element Percentage/Shares of common expense and common surplus.
- Exhibit H - Rules and Regulations of 7608 Condominiums.

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

14. **GROUP.** A group consisting of all Occupants residing in or occupying a Unit or more than one Unit used together.

15. **LIMITED COMMON ELEMENTS.** All Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, or the

Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, parking areas, if any, balcony and patio areas or storage areas appurtenant to the respective Units as may be set out on Exhibit C; "air handlers," pipes, ducts, electrical wiring and conduits located entirely within a Unit, or adjoining a Unit or Units, and serving only such Unit or Units; and such portions of the perimeter walls, floors, ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as may lie outside the Unit boundaries.

16. **MAJORITY OR MAJORITY OF THE UNIT OWNERS.** The owners of at least sixty-six and two thirds (66 2/3%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

17. **MANAGING AGENT OR MANAGER.** The person or firm designated by Declarant or the Board of Directors to manage the affairs of the Condominium.

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

19. **PARCEL.** That certain parcel or tract of real estate, which is the subject of this Declaration.

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

21. **PLAT.** The plat of Survey of Land, Building(s) and units attached hereto as Exhibit C and by this reference made a part hereof. The Plat contains the location of the Building(s) and Units on the Parcel and sets forth the descriptions, locations and other data, as required by the Act, with respect to the Parcel, its exterior boundaries, and the Units.

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

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

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

ARTICLE II **DECLARATION**

The Condominium Property is hereby submitted to a condominium regime, and from and after the date of the recording of this Condominium Declaration in the office of the Registrar of Conveyances for the Parish of Orleans, State of Louisiana, the Condominium Property shall be and continue to be subject to the Act, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdrawn in accordance with the provisions of the Act and this Condominium Declaration. The Condominium Property shall be known as "7608 Condominiums".

ARTICLE III
UNITS

(i) **Immovable Property.** Each Unit, together with an undivided interest in the Common Elements as hereinafter described, and all appurtenances to such Unit, shall for all purposes constitute a separate parcel of immovable property which may be owned, conveyed, transferred, and encumbered in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property and subject only to the provisions of this Condominium Declaration.

(ii) **Units.** All Units in the Building situated on the Condominium Property are delineated on the Building Plans, and the Units designations which shall be used to describe and identify each Units shall be by the Unit number designated as shown on Exhibit C.

The Unit designations shall be considered the legal designation of the Units for purposes of describing any Unit and shall be so used in any sale, mortgage, or other instrument or Act conveying or transferring any interest or right in a Unit.

(iii) **Unit Ownership.** Ownership of a Unit shall include, and the same shall pass with each Unit as an inseparable component part of Unit ownership, whether or not separately described, conveyed, transferred or encumbered, the following:

- (a) An undivided percentage interest in the Common Elements, subject to adjustments in such percentage interest, all as provided in this Condominium Declaration;
- (b) The exclusive right to use certain Limited Common Elements, as provided in this Condominium Declaration;
- (c) An obligation to pay a portion of the Common Expenses of the Association, as provided in this Condominium Declaration, and subject to the adjustments in such portion as provided in this Condominium Declaration;
- (d) An undivided percentage interest in the Common Surplus, subject to adjustments to such undivided percentage interest, all as provided in this Condominium Declaration;
- (e) Association membership, and all rights, privileges and obligations inuring there from, as provided in this Condominium Declaration;
- (f) All servitudes established pursuant to this Condominium Declaration for the benefit of the Units; and
- (g) Such other interests, rights, and obligations as are provided in the Condominium Documents or by the Act.

(iv) **Unit Descriptions and Boundaries.** Each Unit shall be bounded horizontally and vertically as shown and described on the Building Plans, if applicable, subject to such servitudes and encroachments as are contained in the specific building in which the Unit is situated, whether such servitudes and encroachments exist now or are created by virtue of this Declaration, by construction, settlement, or movement of such building or by permissible repairs, construction, or alterations. The boundaries for each Unit are intended to be as follows:

(a) **Horizontal Boundaries.** The horizontal boundaries of a Unit shall consist of the volume of space measured horizontally from the Unit side of the glass windows of the exterior walls or the inside face of the drywall of the exterior walls, to the inside face of the drywall partitions or masonry walls separating one Unit from another, or one Unit from the corridors, or to the Unit side of the spaces serving common areas for more than one Unit.

(b) **Vertical Boundaries.** The vertical boundaries of the Unit shall be measured from the top of the unfinished, structural floor of the Unit, to the inside face of the drywall ceiling, plaster or roof system above the Unit.

The horizontal and vertical boundaries and approximate measurements of each of the Units are

more particularly shown, and described graphically on the Building Plans, if applicable. In the event of conflict between the Building Plans and the description of a Unit set forth in this Article III, the Building Plans shall control. In the event the actual horizontal and vertical boundaries and measurements of any Unit differ materially from that shown on the Building Plans, Declarant shall file an amendment to this Declaration containing revised Building Plans indicating the actual horizontal and vertical boundaries and measurements of such Unit before Declarant sells such Unit to a third party.

(c) **Improvements Included.** Each Unit shall include, and accordingly the Unit Owner shall be responsible for, all space and improvements between the horizontal and vertical boundaries described above and as shown on the Building Plans, including all cabinetry, appliances, interior partitions and interior walls on each floor level, and stairways between levels within the same Unit, but the alteration of such interior partitions, ceiling, and floors of the Unit by Unit Owners and Occupants shall be subject to the restrictions contained in this Condominium Declaration.

Each Unit shall also include all electrical, water, telephone, intercom (if any), air-conditioning, heating, and other utility and service equipment not owned by third parties and serving the particular Unit exclusively.

(d) **Actual Physical Boundary Controls.** In interpreting deeds, mortgages and plans, the physical boundaries of a Unit in the Building Plans shall conclusively set forth its boundaries, regardless of settling or lateral movement of any Building in which it is situated and regardless of minor variances between the actual boundaries of the Building and the boundaries shown on the Building Plans or in any conveyance.

(e) **Alterations by Declarant.** Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves the right, without the consent of the Association or any other Unit Owner, to construct and create, subdivide, or change the interior design and arrangement of, and create additional Limited Common Elements or Common Elements out of, any of the Units described on the Building Plans (including, without limitation, the alteration of walls between Units) so long as the Declarant owns the affected Unit or Units at the time such creation, construction or alteration occurs.

(v) **Mortgages Affecting Units.** Each Unit Owner shall have the right, subject to the provisions, servitudes and restrictions herein, to grant separate mortgages on his respective Unit, together with his Share of the Common Elements. No Unit Owner shall have the right or authority to make, create or cause to be made or created any mortgage or other lien on or affecting the Condominium Property or any part thereof, except on his own Unit and his Share of the Common Elements appurtenant thereto.

(vi) **Real Estate Taxes.** Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding Share in the Common Elements. If at any time such taxes or assessments shall not be separately assessed to each Unit Owner, but rather shall be assessed on the Condominium Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his Share in the Common Elements, and, in such event, such taxes or assessments shall be a Common Expense.

(vii) **Utility Metering.** Each Unit Owner shall pay, when due, all utility services, including, without limitation, electricity and telephone service, if any, separately metered for or otherwise billed to such Unit Owner's Unit. Each Unit Owner shall also pay, as determined by the Association, for all utility services allocable to such Unit Owner's Unit, but not separately metered for, or billed to, any particular Unit. The Association shall bill each Unit Owner for such Owner's applicable portion of such utilities at such intervals as the Association determines, in its discretion. Each Unit Owner shall make such payments for separately metered utility services directly to the utility company or companies providing such utility service or directly to the Association if such utility services are not separately metered for, or billed to, the Units.

(viii) **Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit and for Limited Common Elements serving his Unit exclusively, including, without limitation, special plumbing and electrical fixtures, painting, sheet rocking, wallpapering, washing, cleaning, paneling, Door covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and the surface of any terraces constituting Limited Common Elements reserved for the sole use of the Occupants of such Unit, and such Unit Owner shall maintain said surfaces in good condition at his sole expense, as may be required from time to time. All windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose any limited

common elements adjacent to his Unit or decorate the limited common elements in any manner which conflicts with the Rules and Regulations of the Association or otherwise detracts from the overall appearance of the Building(s), in the sole discretion of the Board.

(ix) **Alterations, Additions and Improvements.** Any Unit Owner may make alterations, additions and improvements entirely within his own Unit without the prior written approval of the Board, provided he does not (i) make any improvements or alterations to his Unit that impair the structural integrity of the Building which such Unit is located, any other Unit or any mechanical and/or other system contained therein, or lessen the structural support of any portion of any of the Buildings; (ii) impair the appearance or structure of the Common Elements, or (iii) change the exterior appearance of a Unit or any part of any of the Buildings.

ARTICLE IV. COMMON ELEMENTS

1. **Description.** The Common Elements consist of those items set forth in the definition of "Common Elements" in Article I hereof.

2. **Limited Common Elements.** Certain portions of the Common Elements are reserved for the exclusive use and enjoyment of respective Units and the Owners or Occupants thereof. Such portions include, without limitation:

- (a) Balconies or patios, if any, as more particularly described on the Building Plans.
- (b) The hallways and stairways that serve the Units as shown on the Building Plans.
- (c) Those Common Elements designated as Limited Common Elements on the Building Plans, benefiting those Units indicated on the Building Plans.
- (d) Those Common Elements designated as Limited Common Elements by the Board.

To the extent any portion of the Condominium Property is defined as part of a Unit, and there is a finding by a court of competent jurisdiction that such portion may not, under the provisions of the Act, be an element of a Unit, such portion shall be deemed to be a Limited Common Element exclusively benefiting such Unit.

3. **Ownership and Use of Common Elements.** Ownership of each Unit shall include, as a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage interest in the Common Elements. The interest attributable to each Unit in the Common Elements shall be as shown on Exhibit G.

The exclusive right to use those Limited Common Elements which are reserved to a particular Unit, as provided above, shall also form part of the Condominium Parcel comprising that Unit and shall be an inseparable component part of the Unit and of ownership of the Unit. Any act affecting a transfer of a Unit shall also affect a transfer of the appurtenant rights to the designated Limited Common Elements reserved for the exclusive use of the Unit.

Except as otherwise limited by this Declaration or the Condominium Documents, each Unit Owner shall have the right to use the Common Elements and the portion of the Limited Common Elements reserved for the use of his Unit for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses as may be permitted by the Condominium Documents, which right shall be appurtenant to and an inseparable part of the Unit and pass with transfer of ownership of the Unit. No Unit Owner shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements reserved for the exclusive use of another Unit or Units, except to the extent that access to any portion of the Limited Common Elements may be necessary to perform maintenance or repairs to any Unit, to provide a means of egress in the event of emergency, and as otherwise provided herein.

A Unit Owner may not convey, encumber, or transfer, whether voluntarily or

involuntarily, any interest in the Common Elements separately from the interest of such Unit Owner in his Unit.

4. **Declarant's Rights As To Common Facilities.** Notwithstanding anything contained in this Condominium Declaration to the contrary, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to (a) operate and promulgate rules relating to, and to maintain, repair, replace, improve or add to, at the expense of the Association as a Common Expense, any and all areas and facilities existing for common use and/or (b) add new Common Elements by amendment to this Declaration and/or (c) make alterations to any Limited Common Elements not associated with a Unit that has been sold. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Section.

5. **Covenant Against Partition.** In order to effectuate the intent hereof and to preserve the Condominium Property and the condominium method of ownership, the Common Elements, including the Limited Common Elements, shall remain undivided, and no person, irrespective of the nature of his interest in the Common Elements, shall bring action or proceedings for partition or division of the Common Elements or any part thereof unless and until the Condominium Property is withdrawn from the condominium regime in accordance with the Act and the provisions of Article XV hereof.

6. **Rules and Regulations Promulgated by Association.** No person, including any Occupant of a Unit, shall use the Units or the Common Elements or any part thereof, including the Limited Common Elements, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be promulgated by the Association.

7. **Expenses of Maintenance.** Expenses incurred or to be incurred for the maintenance, repair, management, and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions of Article XII hereof.

8. **Alterations and Improvements.** The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements, including alterations or improvements requested by one or more Unit Owners. Such alterations or improvements to the Common Elements must be approved by the Board. The costs of such approved alterations or improvements to the Common Elements shall be included in the Common Expenses and assessed to all Unit Owners in accordance with their percentage of liability for Common Expenses. Notwithstanding the foregoing, the costs of alterations or improvements solely for the benefit of one or more Units shall be Common Expenses attributable specifically to such Unit(s) and shall be assessed only against the Owner of such Unit(s) in an equitable manner determined by the Board. The Board shall have the exclusive authority to determine those Units, which benefit from such alterations or improvements.

9. **Shares of Unit Owners.** The Share of ownership interest of the Unit Owners in the Common Elements and the Share of the Unit Owners in Common Expenses shall be the percentage stated in Exhibit G. Such shares or percentages are generally based on the relative size of each of the Units, but do not necessarily reflect either an exact determination of relative size or the selling price or actual value of any such Unit, and no opinion, appraisal, market value, sale, or transaction at a price different from the initial sales price therefore shall be interpreted as requiring or permitting any change in the Shares assigned herein.

ARTICLE V. **SERVITUDES**

1. **Reciprocal Servitudes.** The following irrevocable servitudes are hereby granted from each Unit Owner to each other Unit Owner and to the Association:

(a) **Maintenance, Repair and Replacement.** Each Unit Owner grants servitudes of right of access through the Units, Common Elements and Limited Common Elements in favor of (i) the Association and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Units; and (ii) other Unit Owners and their agents to the extent required for maintenance, repair and replacement of their Units. Use of these servitudes and rights of access to the Units, however, shall be limited to reasonable hours and as may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements or another Unit or Units.

(b) **Structural Support.** A servitude of structural support for the benefit of

the Common Elements and the Units and affecting any portion of a Unit which contributes to the structural support of the Buildings, which servitude of structural support shall prohibit any Unit Owner from performing any work or doing anything which would impair such servitudes.

(c) **Ingress and Egress.** The non-exclusive right of ingress and egress over and through those gates, doors, driveways and walkways indicated on the Building Plans.

(d) **Servitudes Burdening Common Elements.** Irrevocable servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of Declarant and the Association to install, maintain, repair, and replace (i) any water mains and pipes, sewer lines, electrical, gas (if applicable), cable television, telephone wires and equipment, and other similar facilities serving any of the Units; and (ii) ingress and egress for Unit Owners through the Common Elements.

(e) **Power of Association and Declarant.** Declarant and the Association reserve the right from time to time to create servitudes in, around, under, and across the Condominium Property as may be necessary, required or appropriate in order to provide utilities, water, sewerage service, electricity, gas, cable television, telephone, and similar service, without the necessity of concurrence from any Unit Owner or Mortgagee thereof. The Association is also authorized to execute servitude agreements with suppliers of utility services, which servitude agreements shall contain such terms as the Board, in its sole discretion, deems necessary or appropriate. The Declarant may execute such agreements on behalf of the Association, without the necessity of concurrence from the Association, for the period during which the Declarant owns all of the Units.

The Association is authorized to accept the benefit of any servitudes on behalf of Unit Owners, and in connection therewith, to execute servitude agreements containing such terms as the Board, in its sole discretion, deems necessary or appropriate.

ARTICLE VI. MAINTENANCE AND REPAIR

1. **Unit Repair and Maintenance.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own Unit, excluding Common Elements, except to the extent the Board or Association (in its sole discretion) determines to provide maintenance of a Unit for a Unit Owner. In connection with such maintenance, repairs, and replacements, the Unit Owner shall not perform any work in or to the Unit which might impair the structural integrity or mechanical systems, lessen the support of any portion of the Condominium Property, or impair any servitude in favor of the Association or any Unit or Unit Owner, without first obtaining the written consent of the Board. Notwithstanding the foregoing, unless otherwise provided by the Board, all repairs and maintenance to any fixtures, equipment, devices, pipes, conduit, wiring, ductwork, or other similar items that serve or are connected with the plumbing, electrical, HVAC, cable television or telephone or other telecommunications, alarm service, or other similar services or functions serving a Unit, whether located physically within or outside of a Unit, shall be performed by the Unit Owner, at the expense of the Unit Owner.

2. **Common Element Repair and Maintenance.** The Unit Owners of each building wherein their Unit is located shall furnish maintenance, repair and replacements of the Common Elements of their building. Maintenance, repairs and replacements of the Limited Common Elements benefiting one or more Units shall be furnished by those Units.

The Board may direct Unit Owners who stand to be benefited by such maintenance, repairs and replacement of the Limited Common Elements to arrange for such maintenance, repairs or replacements in the name and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds and to procure and deliver to the Board, on behalf of the Association, such lien waivers and contractor's, subcontractor's, and supplier's affidavits as may be required to protect the Condominium Property from all mechanics' or materialmen's lien claims that may arise from such maintenance, repairs or replacements.

3. **Work Directed by Association.** Whenever the Board shall determine, in its sole discretion, that maintenance, replacement or repair of any Unit is necessary to protect the Common Elements or the appearance or value of the Condominium Property or any other portion of any Buildings, the Board may cause written notice of the necessity for such maintenance, replacement or repair to be served upon the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance, replacement or repair within such reasonable time period stated in the notice (or any extension thereof approved by the Board), the Board may maintain, replace or repair or cause such maintenance,

replacement and repair to be performed at the expense of the Unit Owner, which expense shall be added to the Assessment against such Unit Owner.

4. **Repairs Necessitated by Owner's Act or Neglect.** If, due to the act or neglect of a Unit Owner, or of any Occupant, agent, servant, tenant, employee, family member, invitee or licensee of the Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if, as a result of such act or neglect, maintenance, repairs, or replacements which would otherwise be a Common Expense are required, then the offending or responsible Unit Owner shall be liable and obligated to pay for all such damage, maintenance, repairs or replacements to the extent not covered by insurance obtained by the Association, and the Association shall have a right to lien such Owner's Unit to secure the payment of the same. Such damage for which such Unit Owner shall be responsible shall include any increase in fire or property insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation.

5. **Access.** The authorized representatives of the Association or the Board shall be entitled to reasonable access to the individual Units, Common Elements, and Limited Common Elements as may be required in connection with the preservation or protection of any individual Unit, Limited Common Element, or Common Element, or in connection with maintenance, repairs or replacements of Common Elements, Limited Common Elements or of any equipment, facilities or fixtures or other property within the Units, or to make any alteration required by any governmental authority. In order to carry out the intent and purpose of this paragraph, there is specifically granted to the Board, Association, and its authorized representatives, a servitude of passage, ingress and egress and use of, and through each of the Units, Limited Common Elements, and Common Elements, subject to the Lease, for maintenance, repair and/or replacement of all or part of the Units, Limited Common Elements and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours, except that, in case of emergency, the Board, Association, and authorized representatives may have access at any time.

ARTICLE VII. USE RESTRICTIONS

In order to provide for congenial occupation of the Buildings and for the protection of the values of each Unit, the use of the Condominium Property shall be in accordance with the following provisions:

1. **Residential Units Owned by Persons Other than Declarant.** The Residential Units in the Buildings owned by persons other than Declarant shall be used principally as single family residences and shall not be used for the regular conduct of any trade or business. Occupant(s) of such Units may use the Units as an ancillary facility to a principal office located elsewhere, provided, however, that the principal use of the Unit shall be for residential purposes.

2. **Units Owned by Declarant.** During the period of any renovation and/or sale of any of the Units by Declarant, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents, employees, and guests (including, without limitation, prospective purchasers of the Units), shall be entitled to access, ingress to and egress from the Condominium Property, any unsold Units, and all Common Elements and Limited Common Elements associated with such Units, as may be required or desired for purposes of renovation, advertising, promoting, marketing the sale, lease or rental of Units. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales, business, rentals, marketing or advertising offices or service offices. The Declarant also reserves the right to relocate any of such offices from time to time, one or more times, to any location within the Property. The Declarant further reserves the right to maintain on the Property such advertising, promotion or any other signs as comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, from time to time, one or more times, at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of and to use the Common Elements for sales, rental, management, business, marketing or advertising purposes. This right of use in favor of the Declarant shall continue until the Declarant has conveyed all Units in the Condominium Property to Unit Owners other than Declarant.

4. **Nuisances.** No nuisances shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents or increases the rate of insurance or costs of maintenance of the Condominium Property.

5. **Lawful Use.** No offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

6. **Rules and Regulations.** The Association may promulgate rules and regulations concerning use of the Condominium Property, which rules and regulations shall be binding on all Unit Owners. Copies of such rules and regulations will be furnished to each Unit Owner or Occupant prior to the occupancy of a Unit or as the same become effective.

ARTICLE VIII. LEASES AND CONVEYANCES

1. **Sale of Units.** Any sale of a Unit by a Unit Owner shall be subject to the requirements of the Act and in particular Section 9:1124.107 thereof. Prior to any such sale or the execution of a contract to sell any such Unit, or otherwise before conveyance, the Unit Owner or other person selling the Unit for such Unit Owner shall submit to the buyer the following information required by law:

- (a) Copy of this Condominium Declaration, with all exhibits and amendments thereto;
- (b) Copy of the Articles of Incorporation and By-Laws of the Association, and all amendments thereto;
- (c) Certificate containing the following:
 - (i) Statement setting forth the amount of any current Common Expense Assessments;
 - (ii) Statement of any capital expenditures approved by the Association for the current and two next succeeding fiscal years;
 - (iii) Statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects;
 - (iv) Most recent balance sheet and income and expense statement of the Association, if any;
 - (v) Current operating budget of the Association, if any;
 - (vi) Statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is a party; and,
 - (vii) Statement describing any insurance coverage provided by the Association.

The Unit Owner may also be required to provide other information in accordance with the Act. The Association shall provide to any such Unit Owner, for such reasonable fees as may be set by the Association, copies of all necessary documents and information which such Unit Owner may need in order to sell his Unit in accordance with the provisions of law.

2. **Assessments.** Except as may otherwise be provided in this Condominium Declaration, no Unit Owner shall voluntarily transfer, sell, convey, mortgage, or lease his Unit unless or until he shall have paid in full any charges assessed against his Unit.

3. **Leases.** Any lease or sublease of a unit must be in writing. Any such lease or sublease of a Unit shall be for a period of not less than one (1) year and shall include a provision that the lessee or sublessee agree to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the Rules and Regulations of the Association. An executed lease shall be delivered to the Association prior to commencement of occupancy by any tenant thereunder. The Board has five (5) days to approve or deny the lease, and notice of said approval or denial shall be provided. If a written response is not provided to the Unit owner within five (5) calendar days, commencing the day after delivery to the Board, the lease is presumed to have been approved.

