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INSTRUMENT NO 10441853  
TYPE OF ACT CONDOMINIUM EST/REGIME CB  
DATE 07/12/2004

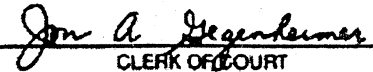
ADDITIONAL INFORMATION

PARTIES  
CHATEAU RIDGELAKE CONDO TO  
PROPERTY  
CHATEAU RIDGELAKE CONDOS SEE  
CONVEYANCE BOOK 3127 FOLIO 224

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I HEREBY CERTIFY THAT THIS ACT HAS BEEN FILED WITH THIS OFFICE AND RECORDED AS SET FORTH ABOVE.

  
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10441853

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F JOSEPH DROLLA JR  
ATTORNEY AT LAW 212 VETERANS BLVD STE 201  
METAIRIE LA 70005

DECLARATION  
OF  
CONDOMINIUM OWNERSHIP  
BY  
CHATEAU RIDGELAKE CONDOMINIUMS

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF JEFFERSON

BE IT KNOWN, that on this 8<sup>th</sup> day of July, 2004,

BEFORE ME, F. JOSEPH DROLLA, JR., Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned;

**PERSONALLY CAME AND APPEARED:**

**Chateau Ridgelake Condos, L.L.C.**,  
a limited liability company organized under the laws of the State of Louisiana, whose registered office and principal place of business is situated in the Parish of Jefferson, State of Louisiana, appearing herein through its duly authorized representative pursuant to a Certificate of Authority which is annexed hereto, whose tax identification number is 11-3707508, and whose mailing address is 13651 Riverlake Drive, Covington, Louisiana 70435 (the "Declarant");

and who declared as follows:

WHEREAS, Declarant is the record owner of a certain parcel of real estate in the Parish of Jefferson, State of Louisiana, more fully described as follows:

**ONE CERTAIN LOT OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF JEFFERSON**, State of Louisiana, in that part thereof known as **HARLEM PARKWAY SUBDIVISION**, in **SQUARE 36** thereof, which square is bounded by **RIDGELAKE DRIVE, 21<sup>ST</sup> STREET, 22<sup>ND</sup> STREET, and TOLMAS DRIVE**, designated as **LOT "A"** on a survey of Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 2004, a copy of which is annexed hereto, and according to which Lot "A" commences at a distance of 56 feet from the corner of Ridgelake Drive and 22<sup>ND</sup> STREET and measures thence 64 feet front on Ridgelake Drive, same width in the rear, by a depth of 120 feet between equal and parallel lines.

Improvements thereon bear the Municipal No. 3009 Ridgelake Drive, Metairie, Louisiana 70002.

**NINE CERTAIN LOTS OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF JEFFERSON**, State of Louisiana, in that part thereof known as **HARLEM PARKWAY SUBDIVISION**, in **SQUARE 36** thereof, which square is bounded by **RIDGELAKE DRIVE, 21<sup>ST</sup> STREET, 22<sup>ND</sup> STREET, and TOLMAS DRIVE**, designated as **LOT NOS. 1 through 5, inclusive, and LOT NOS. 23 through 26, inclusive**, on a survey of Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 2004, a copy of which is annexed hereto, and according to which Lot Nos. 1 through 5, inclusive, adjoin each other and measure each 24 feet front on Ridgelake Drive, same width in the rear, by a depth of 120 feet between

**DECLARATION  
OF  
CONDOMINIUM OWNERSHIP  
BY  
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**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF JEFFERSON**

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BEFORE ME, F. JOSEPH DROLLA, JR., Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses

hereinafter named and undersigned;

**PERSONALLY CAME AND APPEARED:**

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and who declared as follows:

07/12/2004 12:04:14 PM JEFF PAR 990818 gc \$611.00  
-10441853 CONVEYANCE BOOK 3127 PAGE 224

WHEREAS, Declarant is the record owner of a certain parcel of real estate in the Parish of Jefferson, State of Louisiana, more fully described as follows:

**ONE CERTAIN LOT OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF JEFFERSON**, State of Louisiana, in that part thereof known as **HARLEM PARKWAY SUBDIVISION**, in **SQUARE 36** thereof, which square is bounded by **RIDGELAKE DRIVE, 21<sup>ST</sup> STREET, 22<sup>ND</sup> STREET, and TOLMAS DRIVE**, designated as **LOT "A"** on a survey of Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 2004, a copy of which is annexed hereto, and according to which Lot "A" commences at a distance of 56 feet from the corner of Ridgelake Drive and 22<sup>ND</sup> STREET and measures thence 64 feet front on Ridgelake Drive, same width in the rear, by a depth of 120 feet between equal and parallel lines.

Improvements thereon bear the Municipal No. 3009 Ridgelake Drive, Metairie, Louisiana 70002.

**NINE CERTAIN LOTS OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF JEFFERSON**, State of Louisiana, in that part thereof known as **HARLEM PARKWAY SUBDIVISION**, in **SQUARE 36** thereof, which square is bounded by **RIDGELAKE DRIVE, 21<sup>ST</sup> STREET, 22<sup>ND</sup> STREET, and TOLMAS DRIVE**, designated as **LOT NOS. 1 through 5, inclusive, and LOT NOS. 23 through 26, inclusive**, on a survey of Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 2004, a copy of which is annexed hereto, and according to which Lot Nos. 1 through 5, inclusive, adjoin each other and measure each 24 feet front on Ridgelake Drive, same width in the rear, by a depth of 120 feet between

F. JOSEPH DROLLA, JR.  
Attorney at Law  
212 Veterans Boulevard, Ste. 201  
Metairie, LA 70005  
504-831-2607

**CERTIFICATE OF AUTHORITY  
OF  
CHATEAU RIDGELAKE CONDOS, L.L.C.**

The undersigned is a member and the manger of **Chateau Ridgelake Condos, L.L.C.** (the "Company").

In such capacity, the undersigned is authorized to and does hereby certify to the following matters pertaining to the Company:

**A.** The Company is existing and operating pursuant to Articles of Organization filed with the Secretary of State of Louisiana on November 10, 2003 (the "Articles of Organization"). The Articles of Organization have not been amended.

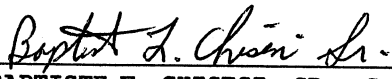
**B.** Brett P. Chisesi is a member of the Company ("Agent"), and as such has full power and authority to act in the name of and on behalf of the Company to cause the Company to take the following actions:

- (1) to sell any property whether immovable or movable, whether corporeal or incorporeal, or any interests therein, including leasehold interest, servitude interests, and any other rights or interest the Agent may in his/her/its sole discretion consider appropriate, all for such price and upon such terms and conditions as the Agent may in his/her/its sole discretion consider appropriate;
- (2) to acquire, whether by sale, donation, exchange, lease, or any other manner, any property, whether immovable or movable, whether corporeal or incorporeal, or any interests therein, including leasehold interest, servitude interests, and any other rights or interest the Agent may in his/her/its sole discretion consider appropriate, all for such price and upon such terms and conditions as the Agent may in his/her/its sole discretion consider appropriate;
- (3) to borrow any monies or to incur any indebtedness or other obligations, covenants, or agreements in favor of any lender, and to borrow any monies or to incur any indebtedness or other obligations, and/or to confirm, extend, ratify, renew or modify any existing indebtedness or other obligations, covenants, or agreements in favor of lenders or any of them, all in such amounts and on upon such terms and conditions as the Agent may in his/her/its sole discretion consider appropriate (collectively the "Loans"); to grant collateral for all or any part of the Loans and otherwise to enter into any agreements, covenants or obligations regarding any or all of the Loans, all upon such terms and conditions as the Agent may in his/her/its sole discretion consider appropriate; and in connection with the granting of any such collateral, to encumber, mortgage, pledge or grant a security interest on or in any property, rights or interests whatsoever of the Company, whether real or personal, whether tangible or intangible, including but not limited to all or any items of equipment, inventory and accounts receivable, all upon such terms and conditions as the said Agent may in his/her/its sole discretion consider appropriate;

- (4) to execute such documents and instruments as Agent may in his sole discretion consider appropriate in order to convert any of the Company's immovable property to a condominium regime, which documents and instruments shall include, but not be limited to the following: a condominium declaration, public offering statement, articles of incorporation for the condominium association, and modification of mortgage;
- (5) to execute such documents and instruments as Agent may in his/her/its sole discretion consider appropriate in order to effectuate any of the matters described herein, any or all of which may contain such terms and provisions, including but not limited to a *pact de non alienando*, a due on sale clause, a confession of judgment, and other customary Louisiana acquisition, disposition, or security clauses, as the said Agent may in his/her/its sole discretion consider appropriate, and which documents and instruments may include but are not limited to one or more promissory notes, loan agreements, construction loan agreements, disbursement agreements, security agreements, pledges, financing statements, cross-collateralization agreements, cross-default agreements, mortgages, conditional or collateral assignments, guaranties, agreements of subordination, assignment of contracts and rights, acknowledgments, ratifications, guaranties, agreements for sale, acts of sale, bills of sale, other instruments of conveyance or disposition, servitude agreements, leases, condominium documents, construction contracts, architectural contracts, design contracts, partnership documents, corporate documents, limited liability company documents, assignments, escrow agreements, receipts, or affidavits, and any other document which Lenders, or any of them, may deem necessary or desirable, any or all of which may contain such terms and provisions as the said Agent may in his/her/its sole discretion consider appropriate; and
- (6) generally to do any and all other acts that the said Agent may in his/her/its sole discretion consider appropriate in order to effectuate any of the matters described herein, all upon such terms and conditions as the Agent may in his/her/its sole discretion consider appropriate, and all pursuant to such documents and instruments, containing such clauses and provisions, as the said Agent may in his/her/its sole discretion consider appropriate;

Baptiste F. Chisesi, Sr., in his capacity as Certifying Official of the Company pursuant to La. R.S. 1305(c)(5), executes this Certificate for the purpose of certifying to the authority of the Agent as above described.

This Certificate is effective as of July 7, 2004.

  
**BAPTISTE F. CHISESI, SR., Certifying  
Official**

equal and parallel lines; Lot No. 1 forms the corner of Ridgelake Drive and 21<sup>st</sup> Street; Lot Nos. 23 through 26, inclusive, adjoin each other and measure 25 feet front on 21<sup>st</sup> Street, same width in the rear, by a depth of 120 feet between equal and parallel lines; Lot No. 26 lies nearer to and commences at a distance of 120 feet from the corner of Ridgelake Drive and 21<sup>st</sup> Street.

Improvements thereon bear the Municipal No. 3013 Ridgelake Drive, Metairie, Louisiana 70002.

**TWO CERTAIN LOTS OF GROUND**, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF JEFFERSON, STATE OF LOUISIANA, in that portion thereof known as **HARLEM PARKWAY SUBDIVISION**, in **SQUARE NO. 36** thereof, which square is bounded by **RIDGELAKE DRIVE, 21<sup>ST</sup> STREET, 22<sup>ND</sup> STREET, and TOLMAS DRIVE**, designated as **LOT NOS. 13 AND 14** on a survey by Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 2004, a copy of which is annexed hereto, and according to which Lot Nos. 13 and 14 adjoin each other, and measure each twenty-five (25') feet front on 22<sup>nd</sup> Street, the same width in the rear, by a depth of one hundred twenty feet (120') between equal and parallel lines; Lot No. 13 lies nearer to and commences at a distance of 170 feet from the corner of 22<sup>nd</sup> Street and Ridgelake Drive.

The improvements thereon bear the Municipal No. 3007 22nd Street, Metairie, Louisiana.  
(the "Property")

**WHEREAS**, the Declarant intends to and does hereby submit the above described real estate, together with all the buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Louisiana Condominium Act (R.S. 9:1121.101, et seq.) for the purpose of establishing a condominium regime with respect thereto; and

**WHEREAS**, the Declarant is further desirous of establishing for his own benefit and for the mutual benefit of all future owners or occupants and other persons hereafter acquiring any interest in the Property (as hereinafter defined) certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

**WHEREAS**, the Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall, at all times, enjoy the benefits of, and shall hold their interest subject to the rights, servitudes, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, the Declarant, as the record owner of the Property and for the purposes above set forth herein, hereby declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:
  - (a) "Act" shall mean the Louisiana Condominium Act of the State of Louisiana (now appearing as R.S. 9:1122.101 through 9:1124.117).
  - (b) "Association" shall mean "Chateau Ridgelake Condominiums Association, Inc.", the non-profit corporation caused to be incorporated by the Declarant under the laws of the State of Louisiana consisting of Unit Owners.
  - (c) "Board" shall mean the Board of Directors, the governing authority of the Association.
  - (d) "Building" shall mean the building or buildings located on the real property and forming part of the Property and containing the Units, as shown on the Plat, annexed hereto as Exhibit "A" and Plans, annexed hereto as Exhibit "B."
  - (e) "Common Elements" shall mean the portion of the condominium property not a part of the individual Units, and shall include, but shall not be limited to, the Land, foundations, hallways, stairways, entrances and exits, laundry room, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Unit boundaries as shown on the Plat), structural components of the Building, outside walks and patios, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.
  - (f) "Condominium" shall have the meaning ascribed thereto in the Act.
  - (g) "Declaration" shall mean this Declaration of Condominium Ownership by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Amended Declarations as may be entered into from time to time hereafter.

- (h) "Developer" shall mean Chateau Ridgelake Condos, L.L.C., or its successors or assigns.
- (i) "Land" shall mean the real estate described above in the Declaration and shown on Exhibit "A", a survey dated March 3, 2004, by Gilbert, Kelly, & Couturie, Inc., Surveyors, annexed hereto.
- (j) "Limited Common Elements" shall mean those Common Elements serving exclusively a single Unit or Units, including specifically, but not by way of limitation, balconies, patios, terraces and such portions of the perimeter walls, floors, ceiling, doors, vestibules, windows, entryways, and all associated fixtures and structures therein as lie outside a Unit boundary, but which serve only said Unit or Units. The Board may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units.
- (k) "Majority" or "Majority of Unit Owners" shall mean the owners of more than 50.00% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.
- (l) "Parking Space" shall mean those parking spaces as shown on the survey by Gilbert, Kelly & Couturie, Inc., designated as Exhibit "A", and on the survey by Mathes Brierre, designated as Exhibit "G", which are annexed hereto.
- (m) "Person" shall mean an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (n) "Plans" shall mean those plans described in Exhibit "B", a plans dated March 3, 2004, by Gilbert, Kelly, & Couturie, Inc., Surveyors, annexed hereto.
- (o) "Property" shall mean all interests in the Land, and all improvements and structures to be erected, constructed or contained therein or thereon, including buildings and all servitudes, rights and appurtenances belonging thereto, and



all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners.

- (p) "Unit" shall mean a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designated or intended for individual ownership and use, all of which units and their respective locations and dimensions are shown on the Plan annexed hereto as Exhibit "B", along with the "Common Elements" and the "Limited Common Elements". Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no foundations, main walls, roofs or other principal structural parts of a Unit, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit or the Common Elements shall be deemed to be part of said Unit.
- (q) "Unit Owner" shall mean the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (r) "Unit Ownership" shall mean a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2. Submission of Property to the Act. The Declarant, as the owner in fee simple of the Property, expressly intends to and by recording this Declaration does hereby submit the Property to the provisions of the Act. The Property shall be known as "Chateau Ridgelake Condominiums".

3. Plan. The Plan attached hereto as Exhibit "B" sets forth the measurements, elevations, locations and other data, as required by the Act, including (i) the Building and each floor thereof; (ii) each Unit of the Building; and (iii) the Common Elements.

4. Unit Designation. Each Unit is identified on the Plan by a distinguishing number or letter. The legal description of each Unit shall refer to such identifying number. The Unit Designations that shall be used to legally describe and identify the Units are: