

**ST. JAMES PLACE CONDOMINIUMS No. II**

**(Original Condominium Documents)**

---

**ST. JAMES PLACE CONDOMINIUMS NO. II**

TO:

FROM:

RE: ST. JAMES PLACE CONDOMINIUMS NO. II

I/we acknowledge receipt of the following documents with reference to the purchase of a condominium unit in ST. JAMES PLACE CONDOMINIUMS NO. II.

EXHIBIT I: PUBLIC OFFERING STATEMENT  
(with the following attachments):

- 1) Exhibit "A" (CONDOMINIUM DECLARATION with attachments), which consists of:
  - a) Site Plan
  - b) Floor Plans
- 2) Exhibit "B" (ARTICLES OF INCORPORATION)
- 3) Exhibit "C" (BY-LAWS)
- 4) Exhibit "D" (RULES & REGULATIONS)
- 5) Exhibit "E" (ENGINEER'S REPORT)

EXHIBIT II: BUDGET

EXHIBIT III: BRIEF NARRATIVE

DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

\_\_\_\_\_  
Documents prepared by the Law Offices of:  
JONES FUSSELL, L.L.P.  
1001 Service Road East, Highway 190, Suite 103  
Covington, Louisiana 70433  
(985) 892-4801

**EXHIBIT I**  
**PUBLIC OFFERING STATEMENT**  
**FOR**  
**ST. JAMES PLACE CONDOMINIUMS NO. II**  
**BY**  
**MONEY HILL PLANTATION, L.L.C.**  
**PURSUANT TO LA R.S. 9:1121.101, *et seq.***

---

- (1) There is annexed hereto, as Exhibit "A," a copy of the Declaration of Condominiums of the St. James Place Condominiums No. II, which contains horizontal floor plans.
- (2) The Articles of Incorporation of the St. James Place Homeowners Association No. II, Inc. (hereinafter "the Association") are annexed hereto as Exhibit "B" to the Declaration.
- (3) The By-Laws of the St. James Place Homeowners Association No. II, Inc. are annexed as Exhibit "C" to the Declaration.
- (4) The Declarant has entered into a management contract for the entire condominium property with Marc Gagnon and Associates, L.L.C. (hereinafter "Agent"). Address: 5001 Hwy 190 South, Suite C-3, Covington, Louisiana, 70433; telephone (504) 893-4696. This agreement requires Agent to collect all assessments and maintain records thereof, prepare annually a recommended budget, cause common elements to be maintained, pay bills of the Association, and maintain necessary records of insurance coverage by the Association, all in accord with the Declarant or the Association. This contract is for one (1) year beginning November 13, 2003, and thereafter for one (1) year periods unless canceled on or before thirty (30) days prior to any expiration date. The management fee is Ten Dollars (\$10.00) per unit per month. Declarant is not related directly or indirectly to any member or employee of Agent.
- (5) There are no predial leases or subleases affecting the Condominium's property.
- (6) Among the powers of the Association is the right to adopt Rules and Regulations for the orderly protection of the Condominiums. The initial Rules and Regulations are annexed as Exhibit "D" to the Declaration.
- (7) The projected initial operating budget for the Association for one year is annexed as Exhibit "II." The initial operating budget provides for a reserve for repairs and replacement of \$484.85 per annum.
- (8) The Brief Narrative Description of Significant Features of the Condominium Declaration, the Association's Articles of Incorporation, By-Laws and Rules and Regulations are annexed hereto as Exhibit "III."
- (9) The Engineer's Report is annexed hereto as Exhibit "E."

- (10) The Budget sets forth and describes for each Unit an amount designated therein as the "Monthly Assessment." For a period (hereinafter referred to as the "Initial Period") of one (1) year from and after the first day of the calendar month next following the date of recording of the sale of the first unit, each unit owner, including Declarant, shall pay and be responsible for Monthly Assessment and his share of the common expenses shall be deemed to be his respective Monthly Assessment. If the total Monthly Assessments collected are greater than the actual common expenses incurred during the Initial Period, such excess shall be thereafter used as the Board may prescribe. However, if the total Monthly Assessments payable by unit purchasers during the Initial Period are less than the actual common expenses incurred during the Initial Period, such deficiency shall be paid solely by Declarant. After the "Initial Period," each unit owner, including Declarant, shall pay the Monthly Assessment imposed by the Association.
- (11) Within fifteen (15) days from the receipt of a copy of the Public Offering Statement, a purchaser, before conveyance, may cancel any contract to purchase a unit from Declarant.
- (12) There are no potential or pending suits against the Association. The Association is not a party to any pending litigation nor is there any unsatisfied judgment outstanding against the Association. Declarant has no knowledge of any pending suits or claims material to the Condominiums.
- (13) The Association shall maintain for the benefit of the unit owners "all risk" insurance coverage on the buildings forming part of the Condominium Property in the amount of \$ 650,000.00. The Association shall also maintain for the benefit of the unit owners a comprehensive liability insurance policy in the amount of \$1,000,000.00, combined single limit, for bodily injury, death or property damage arising out of, or in connection with, the use, ownership or maintenance of the common elements.
- (14) It is the responsibility of each unit owner to provide insurance coverage for the contents of his unit and any improvements he may make to his unit.
- (15) Disclaimer of Warranty:
- (a) The condominium in which the units are located is an existing building which in the past has been utilized as a rental apartment building and is not a new building. No representation is made as to the remaining useful life of any unit. The condominium unit, its contents, any movables, fixtures or appliances, and appurtenant common elements shall be sold on an "as is" basis, without any warranty whatsoever, either express or implied, for patent or latent defects.
  - (b) Each unit when sold shall contain one free-standing range, a dishwasher and a garbage disposal. As to these items, and as to any other consumer products (as that term may be defined under applicable federal laws) which may be contained in the unit, Declarant neither makes nor adopts any warranty of any nature regarding such appliances, fixtures and other consumer products. The only warranties made with respect to such appliances, fixtures and consumer products are those, if any, of the manufacturer and/or other supplier.
- (16) Declarant has not received any notices of any violations of any building codes or other municipal regulations. All units prior to sale

shall be converted to meet all current Fire Marshall requirements for a condominium unit.

17) All units have been or will be restored prior to sale, and shall include the following:

- all interior walls repainted or wall papered;
- all flooring in living area recovered;
- new ceiling fans and lighting fixtures;
- replace front door and lock;
- all units shall contain a free standing range, dishwasher, and garbage disposal;
- unit will be prewired for cable;
- fireplace;
- all cabinets in each unit will be replaced.

The statements made in this Public Offering Statement and Plan with respect to the documents referred to herein are intended to be general summaries of their content and do not purport to be comprehensive, and such statements are qualified in their entirety by reference to the documents themselves. No person has been authorized by the Declarant to make representations which are not expressly contained herein.

DOCUMENT NO. \_\_\_\_\_ UNIT NO. \_\_\_\_\_

DATE \_\_\_\_\_ DEPOSIT \_\_\_\_\_

\_\_\_\_\_  
PURCHASER PURCHASER

**EXHIBIT "A"**  
**CONDOMINIUM DECLARATION**  
**CREATING AND ESTABLISHING**  
**ST. JAMES PLACE CONDOMINIUMS NO. II**

---

**TABLE OF CONTENTS**

	<b><u>PAGE NO.</u></b>
<b><u>RECITALS, INTENTS AND PURPOSES</u></b>	
I. <b><u>DEFINITIONS</u></b>	3
II. <b><u>UNITS</u></b>	5
1. Immovable Property	5
2. Unit Designation	5
3. Unit Ownership	6
4. Unit Description and Boundaries	7
III. <b><u>COMMON ELEMENTS</u></b>	8
1. Description	8
2. Limited Common Elements	8
3. Ownership and Use of Common Elements	8
4. Servitudes for Utility Services	9
IV. <b><u>GENERAL PROVISIONS AS TO THE USE AND             MAINTENANCE OF COMMON ELEMENTS</u></b>	9
1. Covenant Against Partition	9
2. Rules and Regulations Promulgated by Association	10
3. Maintenance of Common Elements	10
4. Repairs to Common Elements Necessitated by Owner's Act	10
5. Expenses of Maintenance	10
6. Use of Common Elements	10
7. Alterations and Improvements	11
8. Shares of Unit Owners	11
V. <b><u>MAINTENANCE AND REPAIRS</u></b>	11
1. The Association	11
2. The Unit Owner	12
3. No Contractual Obligation	13
VI. <b><u>USE RESTRICTIONS</u></b>	13
1. Residence	13

TABLE OF CONTENTS (Continued)	PAGE NO.
2. Common Elements	13
3. Limited Common Elements	13
4. Nuisances	14
5. Lawful Use	14
6. Rules and Regulations	14
7. Declarant's Use	14
VII. <u>LEASES AND CONVEYANCES</u>	14
1. Leases	14
2. Resale of Units	15
3. Assessments	16
VIII. <u>ADMINISTRATION</u>	16
1. Administration	16
2. The Association	16
3. Association By-Laws	16
4. Duties and Powers of the Association	16
5. Notices	17
6. Application of Income and Common Surplus	17
IX. <u>INSURANCE</u>	17
1. Authority to Purchase	17
2. Coverage	17
3. Premiums	18
4. Insurance Policies	18
5. Association as Insurance Trustee	19
6. Insurance Obtained by Unit Owners	19
7. Application of Insurance Proceeds	20
X. <u>RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE</u>	21
1. Common Elements	21
2. The Units	22
XI. <u>ASSESSMENTS, COMMON EXPENSES AND COMMON SURPLUS</u>	22
1. General	22
2. Share of Common Expenses and Common Surplus	22
3. Annual Assessments for Common Expenses	23
4. Assessments for Emergencies	23
5. Special Assessments	23
6. Liability for Assessments	23
7. Interest, Penalties and Liens	24
8. Records and Certificates	24
XII. <u>COMPLIANCE AND DEFAULT</u>	25

TABLE OF CONTENTS (Continued)		<u>PAGE NO.</u>
	1. Legal Proceedings	25
	2. Liability for Damages	25
	3. Costs and Attorney's Fees	25
	4. No Waiver of Rights	25
	5. Cumulation of Rights	25
XIII.	<u>AMENDMENT</u>	26
	1. Condominium Declaration	26
	2. Association - Articles of Incorporation and By-Laws	26
	3. Amendment by Declarant Alone	26
XIV.	<u>ADDITIONS TO CONDOMINIUM PROPERTY</u>	27
XV.	<u>WITHDRAWAL OF PROPERTY AND TERMINATION OF THE CONDOMINIUM</u>	29
	1. Voluntary Withdrawal	29
	2. Destruction	29
	3. Status of Property after Withdrawal	30
	4. Partition of Property	30
	5. Disposition of Assets	30
XVI.	<u>COVENANTS RUNNING WITH THE LAND</u>	30
XVII.	<u>SEVERABILITY</u>	30
XVIII.	<u>CAPTIONS</u>	31
XIX.	<u>GENDER, SINGULAR, PLURAL</u>	31
XX.	<u>ADDITIONAL PROVISIONS</u>	31



CONDOMINIUM DECLARATION

UNITED STATES OF AMERICA

CREATING AND ESTABLISHING

STATE OF LOUISIANA

ST. JAMES PLACE CONDOMINIUMS NO. II

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 13<sup>th</sup> day of November, 2003

BEFORE ME, HOWARD R. FUSSELL, a Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned witnesses, PERSONALLY CAME AND APPEARED:

MONEY HILL PLANTATION, L.L.C.(Tax I.D. #72-1030414), represented by DAVID L. GOODYEAR, Manager, it's duly authorized officer, by virtue of an authorization of members, the original of which is filed in the official records of the Clerk of Court for St. Tammany Parish, Louisiana, whose mailing address is declared to be: 100 Country Club Drive, Abita Springs, Louisiana 70420

(hereinafter referred to as "Declarant.")

WHEREAS, Declarant is the owner of certain land and premises located in the City of Mandeville, St. Tammany Parish, Louisiana; and

WHEREAS, by this Condominium Declaration, Declarant desires to submit the said land and premises to a condominium regime to be known as ST. JAMES PLACE

CONDOMINIUMS NO. II, pursuant to and in accordance with the Louisiana

Condominium Act;

NOW THEREFORE, Declarant, as owner of the immovable property described hereinbelow and all improvements thereon (public utilities excepted), existing or proposed, and for the purposes set forth, hereby declares on behalf of itself, its successors and assigns and its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property subjected to the declaration as follows:

StJames.Declaration

St. Tammany Parish 20  
Instrmnt #: 1405506  
Registry #: 1338978 ICV  
12/02/2003 3:38:00 PM  
MB CBX ME UCC

## DECLARATION

Declarant is the owner of certain immovable property and premises referred to hereinafter as the "Condominium Property," described as follows:

Lots 16, 16A, 17, 18, 19, 20, 21, 22, 23, and 24 of CEDARWOOD VILLAGE SUBDIVISION, situated in St. Tammany Parish, together with all the buildings and improvements thereon, and all the rights, way, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining, all in accordance with plat of said subdivision by Borgen Engineering, dated January 22, 1982, which is filed of record in the Office of the Clerk of Court, St. Tammany Parish, Louisiana, as Map File No. 736-A.

And in accordance with plat of resubdivision by Borgen Engineering which is filed of record in the Office of the Clerk of Court, St. Tammany Parish, Louisiana, as Map File No. 805-A;

And in accordance with survey No. M-1476 by Ivan M. Borgen, C.E., dated November 20, 1984.

Being part of the same property acquired by Money Hill Plantation Limited Partnership from Resolution Trust Corporation as Conservator for South Savings and Loan Association, F.A., by act dated February 22, 1991, recorded COB 1452, folio 326 of the official records of St. Tammany Parish, Louisiana.

The Condominium Property (excepting the publicly and/or quasi-publicly owned portions of utility systems, such as the water distribution system, sewerage collection system, cable television, telephone and electrical lines) is hereby submitted to a condominium regime, with the name ST. JAMES PLACE CONDOMINIUMS NO. II, and from and after the date of the recording of this Condominium Declaration with the Clerk of Court in and for the Parish of St. Tammany, State of Louisiana, the Condominium Property shall be and continue to be subject to the Louisiana Condominium Act (La. R.S. (9:1121.101-1124.115) as amended and as it may be hereafter amended from time to time, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdrawn in accordance with provisions herein elsewhere contained.

The project consists of three (3) multi-family structures containing a total of eight (8) units located in Cedarwood Village Subdivision, Mandeville, Louisiana. These structures are depicted on the enclosed plats and plans. Each of the eight (8) units is given a numerical designation for identification.

I.

**DEFINITIONS**

As used herein or elsewhere in the condominium documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as provided in the Louisiana Condominium Act and more particularly provided hereinbelow.

1. Unit. Those parts of the Condominium Property which are intended for independent use and occupancy as residences and are subject to individual ownership. The Units are separately indicated on the plat plan (Exhibit "A") by the designation "Unit" followed by a number and are more specifically described in Article II hereinafter. A Unit shall also include such accessory rights and obligations as are hereinafter stipulated.

2. Person. Natural individual, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property, including any combination thereof.

3. Owner. The record owner of a Unit, whether one or more persons (hereinafter sometimes referred to as "Unit Owner.")

4. Occupant. Person or persons, other than an Owner, in possession of a Unit.

5. Assessment. That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing and managing the Condominium Property, which from time to time is assessed against and paid by each Unit Owner as hereinafter provided.

6. Association. The St. James Place Homeowners Association No. II, Inc., a Louisiana nonprofit corporation and its successors as the governing body of all the Unit Owners and the entity responsible for the administration and operating of the Condominium Property, the Articles of Incorporation and By-Laws of which are annexed hereto and made part hereof as Exhibits "B" and "C", respectively.

7. Common Elements. All that portion of the Condominium Property, whether movable or immovable, which is not a part of any of the ten (8) individual Units, or which exists within the Units by virtue of servitudes created herein. The Common Elements are more particularly described in Article III hereinafter.

8. Limited Common Elements. Those portions of the Common Elements reserved, as hereinafter provided, for the exclusive use of a certain unit or Units and the Owners thereof. The Limited Common Elements are identified and indicated on Exhibit "A."

9. Common Expenses. The expenses for which the Unit Owners are liable to the Association for the management and maintenance of the Condominium Property, which shall include, but are not limited to, the actual and estimated cost of:

- (a) taxes of all kinds which are levied against the Association, but not those levied against any individual Unit or Unit Owner;
- (b) the cost of insurance, maintenance, management, operation, administration, repair and replacement of the Common Elements, and those parts of the Units and Limited Common Elements as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- (c) utilities used in operation of the Common Elements not otherwise paid by individual Unit Owners;
- (d) management and administration of the Association, including, without limiting the same to compensation paid by the Association to a managing agent, accountants, attorneys and other professional firms or employees;
- (e) any other items held by or in accordance with the Condominium Documents or the Louisiana Condominium Act to be Common Expenses.

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

Exhibit "A": Survey and plat plan of all improvements, identifying and showing the location and dimensions of the Common Elements, Limited Common Elements and each Unit; and detailed plans graphically describing each Unit and also showing horizontal dimensions.

Exhibit "B": Articles of Incorporation of St. James Place Homeowners Association No. II, Inc.

Exhibit "C": By-Laws of St. James Place Homeowners Association No. II, Inc.

11. Declarant. Money Hill Plantation, L.L.C., its heirs, successors and/or assigns.

12. Condominium Property. All interest in the land hereinabove described, and the improvements thereon, including the Units, and all servitudes and rights made part of the Condominium by the Condominium Declaration.

13. Share. The proportion or percentage attributed to each Unit, as hereinafter provided, for purposes of computing the interest in the Common Elements, the liability for Common Expenses, rights to Common Surplus and the voting rights of the Unit Owners of the Association.

14. Condominium Parcel. A Unit together with an undivided interest in the Common Elements, which is an inseparable component of the Unit.

15. Dividing Wall. A wall which separates two adjacent Units. All dividing walls shall be common elements (excluding finished surfaces) which are reserved for the exclusive use and enjoyment of the adjacent Units separated by the dividing walls.

16. Exterior Wall. A wall forming part of a Unit one side of which has an outdoor exposure. Exterior walls shall be individually owned by the owner of the Unit of which the exterior walls forms a part.

## II.

### UNITS

1. Immovable Property. Each Unit, together with the space within it and together with all appurtenances thereto, which has been constructed substantially in accordance with the plans therefor, attached hereto as Exhibit "A," shall for all purposes constitute a separate parcel of immovable property which may be owned and 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.

2. Unit Designation. All Units situated on the Condominium Property are delineated on the plat plan attached as Exhibit "A" hereto and made a part of this Condominium Declaration, and the Unit Designations which shall be used to legally describe and identify each of the Units are as follows:

Unit No. 526	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 528	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 530	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 532	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 534	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 536	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 546	Cedarwood Drive	Mandeville,	Louisiana 70471
Unit No. 548	Cedarwood Drive	Mandeville,	Louisiana 70471

The Unit designations set forth above, and as more particularly set forth in Exhibit "A" attached hereto, shall be considered the legal designation of the Units for the purposes of describing

any Unit and shall be included in any sale, mortgage or other instrument or Act conveying or transferring or effecting a conveyance or transfer of an interest in a Unit.

3. 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, as hereinafter provided;
- (b) The exclusive right to use certain Limited Common Elements, as hereinafter provided;
- (c) An obligation to pay a portion of the Common Expenses of the Association, as hereinafter provided;
- (d) An undivided share in the Common Surplus, as hereinafter provided;
- (e) Association membership, as hereinafter provided;
- (f) All servitudes established for the benefit of the Unit;
- (g) The following servitudes from each Unit Owner to each other Unit Owner and to the Association:

i. Ingress and Egress. Servitudes through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

ii. Maintenance, Repair, and Replacement. Irrevocable servitudes and rights of access through the Units, Common Elements, and limited Common Elements in favor of the Association for maintenance, repair and replacement of the Common Elements and Limited Common Elements. Use of these servitudes and rights, however, for access to the Units shall be limited to reasonable hours and 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.

iii. Structural Support. A servitude of structural support for the benefit of the Units, with regard to any portion of a Unit and/or Common Elements which contribute to the structural support of any adjacent Unit and which shall prohibit the Unit Owner from making any work or doing anything which would impair such servitudes;

(h) All rights, privileges and obligations of the prior Owner of the Unit in the Association; and,

(i) Such other interests, rights and obligations as are provided in the Condominium Documents or by the Louisiana Condominium Act.

No Unit Owner shall subdivide or in any other manner cause his Unit to be separated or divided into two or more separate Units, tracts, parcels or residential living quarters.

4. Unit Descriptions and Boundaries. The description and location of the particular Units and the appurtenances thereto are determined with aid of the plans therefor (see Exhibit "A"

attached hereto). The boundaries of a Unit are the principal structural parts of the Unit, including the exterior walls, the inside finished surface of the dividing wall, the concrete slab foundation or pier foundation under the Unit including that portion of the foundation extending to the center line of the dividing wall or walls. The roof over the Unit including that portion of the roof extending to the center line of the dividing wall or walls, windows, doors, chimneys and the Unit includes the roofed entrance, balconies, enclosed garages and the air space encompassed by the boundaries as hereinabove described.

Each Unit shall include all electrical, water, sewerage, telephone, air conditioning, heating (including fireplace and flues) and other utility systems and service equipment serving the particular Unit, whether situated within or outside of the Unit boundaries as described above, and the Unit shall include the water and sewerage lines connecting the Unit to the water distribution system and the sewerage collection system, respectively.

If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or repair of any of the Units, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any Unit, or otherwise, a valid servitude for the encroachment and for the maintenance of the same so long as the Unit stands, shall exist. In the event any Unit, any adjoining Unit or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then reconstructed, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted, and valid servitudes for such encroachments and the maintenance thereto shall exist for so long as the Unit shall stand.

In interpreting deeds, mortgages and plans, the existing physical boundaries of a Unit reconstructed substantially in accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Survey or Plat Plans or in the deed and the actual boundaries of the particular Unit, and in accordance with the mutual servitudes for encroachments granted hereinabove.

### III.

## COMMON ELEMENTS

1. Description. Except as otherwise provided in this Condominium Declaration, the Common Elements shall consist of all portions of the Condominium Property not a part of the individual Units. Without in any way limited the generality of the foregoing, the Common Elements shall include:

- (a) All land, whether lying under a Unit or other structure;
- (b) All roadways, outdoor parking areas, driveways, walkways, patios, decks, fences, fenced areas and open areas;
- (c) All trees and landscaped areas of the Condominium Property; and,
- (d) All dividing walls (excluding finished surfaces).

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. These areas include the dividing walls (excluding finished surfaces), outdoor parking areas, walkways, portions of driveways, patios, decks, fences, fenced areas and open areas adjacent to a Unit and shown as Limited Common Elements on Exhibit "A", annexed hereto. Each Unit and the Owner or Occupant thereof shall have the exclusive use of those such areas which are specifically delineated on the Plat Plan (Exhibit "A" annexed hereto) and which bear the same designation on such Plat Plan as the Unit Designation of the particular Unit.

The Association shall always have the right of access to any portion of the Common Elements, including the Limited Common Elements for purposes of maintenance or repair of such Common Elements.

3. Ownership and Use of Common Elements. Ownership of each Unit shall also include a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage interest in the Common Elements. The share or percentage of ownership interest for each Unit in the Common Elements is as follows:

Unit No.526 - 12.5%	Unit No. 534 - 12.5%
Unit No.528 - 12.5%	Unit No. 536 - 12.5%
Unit No.530 - 12.5%	Unit No. 546 - 12.5%
Unit No.532 - 12.5%	Unit No. 548 - 12.5%

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



effecting a transfer of a Unit shall also effect 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 Owner shall have the right to use the Common Elements and the portion of the Limited Common Elements reserved for the exclusive 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, however, 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, except to the extent that access to any portion of the Common Elements, including Limited Common Elements, may be necessary to perform maintenance or repairs to any Unit, including underground utility services for any Unit.

4. Servitudes for Utility Services. Servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of the Units to maintain, repair and replace any water lines and pipes, sewer lines, telephone wires and equipment, electrical conduits and wires, air conditioning and heating equipment and other utility services serving the walls and structural parts of the Units and other parts of the Common Elements lying outside of the boundaries of the Units, as hereinabove described.

#### IV.

#### GENERAL PROVISIONS AS TO THE USE AND MAINTENANCE OF COMMON ELEMENTS

1. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium 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 an action or proceeding for partition or division of the Common Elements or any part thereof until the Condominium Property is withdrawn from the Condominium Regime in accordance with the Louisiana Condominium Act and the provisions of Article XV hereof.

2. Rules and Regulations Promulgated by Association. No person shall use 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 from time to time may be promulgated by the Association.

3. Maintenance of Common Elements. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, except for those portions of the Units which the Unit Owners are obligated to maintain as hereinafter provided. Nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice such duties as may be imposed upon the Association by the terms of this Condominium Declaration and as are approved by the Board of Directors of the Association.

4. Repairs to Common Elements Necessitated by Owner's Act. Any portion of the Common Elements which may be damaged or destroyed through the willful act or neglect of any Owner or his family, guests or invitees or by an Occupant of an Owner's Unit shall be repaired or replaced by such Owner; provided, however, at the sole option of the Board of Directors of the Association the repairs or replacement may be made by the Association, and the costs thereof shall be added to and become a part of the assessment for Common Expenses applicable to the Unit of the responsible Owner. If any portion of the Common Elements is damaged, destroyed or disturbed as a result of repairs or maintenance performed or caused to be performed by any Unit Owner to any portion of his or their Unit or Units, the Unit Owner or Owners responsible for such repairs or maintenance shall restore such Common Elements to the condition existing prior to such work, and shall pay the Association for any damages incurred as a result thereof.

5. Expenses of Maintenance. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be provided for in the manner set out elsewhere herein.

6. Use of Common Elements. Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners. Use of certain Limited Common Elements are restricted under the provision of this Condominium Declaration to Units specifically designated herein and on the Plat Plan (Exhibit "A.")

7. Alterations and Improvements. After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alterations

nor further improvements of the Common Elements without prior approval in writing of seventy-five (75%) percent of the votes of the Unit Owners, which approval shall be binding on all Unit Owners and shall constitute consent on the part of all owners for the purposes of Louisiana R.S. 9:1124.109 (B) of the Louisiana Condominium Act which pertains to those performing labor or furnishing services or materials. The cost of any such alterations or improvements shall be a common expense. Where the Board of Directors deems it necessary, any alterations or improvements so made shall be reflected in an Amendment to Exhibit "A" to this Condominium Declaration.

8. Shares of Unit Owners. The Shares of the Unit Owners in the Common Elements shall be the percentage of ownership as stated in Article III above and may be altered only by additions to the Condominium Property as provided in Paragraph XIV below and by amendment agreed to by all of the Unit Owners. An alteration by amendment agreed to by all of the Unit Owners, however, shall not affect the lien of any prior recorded mortgage unless written consent of the holder of such mortgage is obtained and recorded.

Such shares or values do not necessarily reflect or represent the selling price or actual value of any such Unit and no opinion, appraisal, market value, sale or transaction at a greater or lesser price than the assigned value recited herein shall be interpreted as requiring or permitting any change in the percentage of undivided interest assigned herein.

## V.

### MAINTENANCE AND REPAIRS

1. The Association. The Association, at its own expense, shall be responsible for the maintenance, repair and replacement of:

(a) The exterior of each Unit, including, without intending to limit the same thereto, paint, repair, replace and care for roofs, outside surfaces of exterior walls, exterior surfaces of chimneys and balconies; but specifically, excluding, however, all structural components of the units, slab foundation, interior walls (gypsum board and paneling) and trim or paint or other finish thereon, all windows and window mullions and the interior of window frames, all doors (except for the painting of exterior surfaces thereof), all interior door frames, all doorbells, doortrackers, all door handles and locks, both exterior and interior, mailboxes or decorative items on the exterior of Units;

(b) All water lines from water distribution system to individual Unit, sewerage lines from sewerage collection system to individual Unit, and specifically excluding all air conditioning and

heating units and all fixtures and equipment related thereto, all ducts, pipes, conduits, wiring, outlets, meters, circuit breakers, fixtures, appliances and other equipment which provide service to the individual Units, whether located inside, outside or under any building or any other part of the Common Elements;

(c) All incidental damage caused to a Unit and its contents by the negligent performance of such work as may be done or caused to be done by the Association in accordance herewith.

2. The Unit Owner. It shall be the responsibility of each Unit Owner:

(a) to maintain, repair and replace at his expense, all portions of his Unit, including, but not limited to: all structural components of the units, including slab foundation, interior surfaces of exterior walls and trim or paint of interior surfaces of dividing walls, carpeting and flooring, windows, doors, locks, walls and ceilings and all internal installations of the Unit, such as fireplace units and flues, appliances, all plumbing, electrical, heating, and air conditioning fixtures or installations, and any portion of any other utility service facilities serving the Unit, whether located within or outside of the Unit boundaries as specified in Article 11, but excluding those portions of the Condominium Property to be maintained, repaired and replaced by the Association. Notwithstanding any other provision in this Act the responsibility and cost of maintenance, repair, and replacement of the structural components of the dividing walls separating two adjacent units shall be shared equally by the adjacent Unit Owners separated by the dividing wall;

(b) to perform his responsibility in such manner so as not unreasonably to disturb other persons residing within any of the Units;

(c) not to paint or otherwise decorate or change the appearance of any Common Elements, including Limited Common Elements and any portion of that Unit not within the walls of his Unit, without first obtaining the written consent of the Association, as provided for below in Article VI;

(d) to report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(e) not to make any alterations in the portions of the Unit which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness or appearance of the Unit without first obtaining the written consent of the Board of Directors of the Association, nor shall any Unit Owner

perform any work upon the exterior surface of the dividing wall which might impair any servitude for structural support or other servitude without first obtaining the written consent of the Association and, where applicable, of the Unit Owner for whose benefit such servitude exists. The Board of Directors may require that a copy of plans for all of such work be prepared by an architect licensed to practice in this state and be filed with the Association prior to the commencement of the work.

3. No Contractual Obligation. Nothing herein contained shall be construed so as to impose any contractual liability upon the Association for maintenance, repair and replacement.

## VI.

### USE RESTRICTIONS

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

1. Residence. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or ordinance.

As used herein, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, except doctors and dentists.

2. Common Elements. The Common Elements shall be used for the furnishings of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

3. Limited Common Elements. The Limited Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of only those Units specifically designated by the Plat Plan (Exhibit "A" attached hereto) and having the right to the exclusive use thereof.

4. Nuisances. No nuisances shall be allowed upon 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 increase the rate of insurance or costs of maintenance upon 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, applicable zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association in complying with the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as hereinabove provided in Article V for maintenance and repair.

6. Rules and Regulations. Rules and Regulations concerning use of the Condominium Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such Rules and Regulations are made available to Unit Owners prior to the time the same become effective.

7. Declarant's Use. Until Declarant has completed and sold all of the Units, neither the Unit Owners nor the Association nor the use by the Association of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale or lease of the Units. The Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale or lease, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs, and leasing of said Units that remain under its ownership without prior approval of the Association.

## VII.

### LEASES AND CONVEYANCES

1. Leases. Any lease or sublease of a Unit shall include a provision that the Lessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the Rules and Regulations of the Association and the Association shall have the authority to act as the Owner's or Lessor's Agent in enforcing any compliance with either the terms of this Act or the terms of the lease or the Rules and Regulations of the Association. However, no Unit may be assigned, leased, subleased or used as a "Time Share" condominium, nor as a hotel or other similar transient use. Furthermore, written permission of the Unit Owner is required for any subleasing arrangements.

2. Resale of Units. Any resale of a Unit by a Unit Owner (excluding the original sales made by the developer) shall be subject to the requirements of the Louisiana Condominium Act (La. R.S. 9:1121.101-1124.117) and more precisely to the requirements of Section 9:1124.107 of that

Act. The Unit Owner shall furnish to a purchaser before execution of any contract to purchase a Unit, or otherwise before conveyance, a copy of the Declaration other than plats and plans, Articles of Incorporation or documents creating the Association, the By-Laws, and a certificate containing

A. (1) A statement setting forth the amount of any current common expense assessments.

(2) A statement of any capital expenditures approved by the Association for the current and two next succeeding fiscal years.

(3) A 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.

(4) The most recent balance sheet and income and expense statement of the Association, if any.

(5) The current operating budget of the Association, if any.

(6) A statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is a party.

(7) A statement describing any insurance coverage provided by the Association, and

(8) A statement of the remaining term of any ground lease affecting the condominium and provisions governing any extension or renewal thereof.

B. The Association, within ten days after a request by a Unit Owner, shall furnish a certificate containing the information necessary to enable a Unit Owner to comply with this section. The Unit Owner providing a certificate pursuant to Subsection A is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate.

C. A Unit Owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate in a timely manner; however, the contract to purchase is voidable by the purchaser until a certificate has been provided and for five days thereafter, or until conveyance, whichever first occurs.

3. Assessments. No Unit Owner shall sell, convey, mortgage, or lease his Unit unless or until he shall have paid in full any charges assessed against his Unit and shall have satisfied all liens outstanding, except permitted mortgages. Except that this provision shall not apply to any judicial sale of any Unit or Units.

## VIII.

## ADMINISTRATION

1. Administration. The Condominium Property shall be administered by the Association in accordance with the following provisions.
2. The Association. The St. James Place Homeowners Association No. II, Inc. shall be a nonprofit corporation organized under the Louisiana Nonprofit Corporation Law and in accordance with its Articles of Incorporation, a copy of which is annexed hereto as Exhibit "B", the members of the Association shall be the Owners of the Units (including Declarant to the extent that it owns any Units) who shall have a vote for each Unit owned (the value of each of said votes shall be equal to the proportions set forth in Article III above), and the Board of Directors of the Association shall be elected by the Owners in accordance with the Articles of Incorporation and the By-Laws of the Association.
3. Association By-Laws. The By-Laws of the Association shall be in the form attached as Exhibit "C", until such are amended in the manner therein provided.
4. Duties and Powers of the Association. The duties and powers of the Association shall be those set forth in this Condominium Declaration, the By-Laws and Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association and this Condominium Declaration; provided, however, that if there are conflicts or inconsistencies between this Condominium Declaration, By-Laws and the Articles of Incorporation, the terms and provisions of this Condominium Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments to the By-Laws and Articles of Incorporation as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the By-Laws and Articles of Incorporation, and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Condominium Declaration shall be so exercised, except that wherever this Condominium Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws and Articles of Incorporation.
5. Notices. All official written notices or demands required by this Condominium Declaration or by the Articles of Incorporation or By-Laws, whether by the Association to Unit Owners or by Unit Owners to the Association or other Unit Owners shall be by personal delivery or by registered or certified mail.



6. Application of Income and Common Surplus. All income received by the Association and all Common Surplus may, in the discretion of the Board of Directors, be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses, or to establish such reserves as the Board of Directors may determine.

## IX.

### INSURANCE

The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

1. Authority to Purchase. Except Builder's Risk and other required insurance furnished by Declarant during construction, all insurance policies upon the Condominium Property (except as hereinafter required or allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance and mortgage endorsements to the holders of mortgages on the Units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights to subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Association which must acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof. The Association shall give to each Unit Owner written notice of all insurance obtained, including details as to the coverage thereof and of any change therein or termination thereof.

2. Coverage. The Association shall at all times maintain the following insurance:

(a) the Condominium Property, including the Units and all other insurable improvements upon the land, and all personal property as may be owned by the Association shall be insured against casualty loss in an amount not less than eighty (80%) percent appraised replacement cost thereof (exclusive of excavation and foundations), without deduction for depreciation, as determined initially by an independent appraisal of all Units and improvements thereon and as revised as a result of subsequent independent appraisals of the Condominium Property made at least once every three (3) years thereafter or such other estimate of reproduction costs acceptable to the Board of Directors. The total value of insurance carried shall be such that at all times the coverage shall not be less than

the amount required by any institutional mortgagee for any Unit. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by the standard "extended coverage" endorsements;
- (ii) Such other risks as from time to time customarily shall be covered with respect to structures similar in construction, location and use as the Units, including, but not limited to, vandalism, malicious mischief, and windstorm damages.

(b) public liability and property damage insurance in such form and in such amounts as shall be required by the Association, including, but not limiting the same to, legal or contractual liability for personal injury and property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a particular Unit Owner.

(c) workmen's compensation policy to meet the requirement of law.

(d) insurance covering such other risks and hazards as the Board of Directors may from time to time determine to insure against.

Insurance for casualty loss from fire, and extended coverage applicable to Condominium Property shall include coverage for all parts of the Units, whether or not defined elsewhere herein as forming a part of the individual Units. Such coverage shall extend in addition to the structural elements of the Units to the walls, ceilings and carpeting of the Units and air conditioning and heating equipment, electrical and water facilities and other utility services of the Unit and appliances furnished by Declarant, but not to any appliances or movable property situated within the Units.

3. Premiums. All premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to Common Expenses.

4. Insurance Policies. All master or blanket policies on the Condominium and Condominium Property obtained and continued in effect by the Association for the benefit of the Owners, as hereinabove provided, shall be written in the name of the Association, which shall act as trustee for each individual Unit Owner and his mortgagee, if any. The Unit Owners and their mortgagees shall be beneficiaries, even though not expressly named in the policies, in the percentages or fractions in which the Unit Owners have an interest in the Common Elements, as provided in Article III hereinabove. Each policy shall contain a Louisiana Standard Mortgage clause in favor of each mortgagee of the Units and shall provide that any loss thereunder shall be payable

to such mortgagees as their interest may appear, subject, however, to general "loss payment" provisions in favor of the Association, as herein provided.

The Association shall be required to make every effort to secure insurance policies providing:

(a) waiver of subrogation by insurer as to any claims against the Association, Declarant or its successors and assigns, Manager and Owners, their respective families, servants, agents and guests;

(b) that the Master Policy not be cancellable, invalidated or suspended on account of the individual Unit Owners, or their respective families, servants, agents and guests without at least thirty (30) days' prior written demand that the Association cure or remedy any defect or condition which might cause such cancellation, invalidation or suspension;

(c) that the Master Policy not be cancellable, invalidated or suspended on account of the conduct of the Association or of any management agent employed by the Association without at least thirty (30) days' prior written demand that the Association cure the defect; and

(d) that the "no other insurance" clause in the Master Policy or policies exclude individual Unit Owners' policies from consideration.

5. Association as Insurance Trustee. The Association is irrevocably designated as trustee for each of the Unit Owners and their mortgagees, if any, for purposes of adjusting all claims for losses with the insurance carriers on all blanket or master policies obtained and continued in effect by the Association, and for purposes of granting and executing releases upon payment of claims, and the Association shall have full control of the proceeds of any such policies for purposes of repair and reconstruction, as hereinafter provided in Article X.

6. Insurance Obtained by Unit Owners. Except as expressly provided in this Article, no Owner shall obtain separate insurance on his Unit, or on any part of the Condominium Property, against loss by fire or other casualty which is covered by a blanket or master policy obtained and maintained in effect by the Association as hereinabove provided. Any Owner violating this provision shall be liable to reimburse the Association for any diminution or loss of insurance proceeds payable to the Association resulting from such unauthorized other insurance or from the proration of proceeds between any Master or blanket policy and such individual policy or policies.

Nothing contained herein, however, shall be construed to prohibit an individual Unit Owner from obtaining for his own benefit and at his own expense insurance coverage for personal liability

in excess of that covered by the blanket or master policies maintained by the Association and for casualty losses of any improvements made by an Owner to the immovable property within his Unit and the personal property of the Owner or Occupant situated within the Unit or other portions of the Condominium Property, and such insurance shall be of the type of coverage generally referred to as "contents insurance" or "tenants, improvements and betterments."

7. Application of Insurance Proceeds. Proceeds of insurance policies received by the Association, as trustee for the Owners, shall be distributed as follows:

(a) if the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be expended as provided hereinafter in Article X. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) if it is determined, as provided in Article X, that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is for the benefit of any mortgagees of a Unit and may be enforced by such mortgagee.

(c) in the event that there are proceeds to be distributed to the beneficial owners as provided in (a) and (b) above, the proceeds shall be allocated in the following manner: An undivided share of such proceeds on account of damage to the Common Elements shall be allocated to the Unit Owners according to their fractional or percentage interest or share in the Common Elements as set forth hereinabove in Article III. Proceeds paid on account of damage to Units shall be held for the Owners of the damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which costs shall be determined by the Association. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interest may appear.

## X.

### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Common Elements. In the event of destruction or damages to any part of the Common Elements, reconstruction and repairs shall be made as follows:

(a) if any part of the Common Elements other than the Units are destroyed or damaged they shall be reconstructed or repaired.

(b) if less than two-thirds of the total number of Units are substantially damaged or destroyed by fire or other casualty, they shall be reconstructed or repaired unless Unit Owners unanimously agree to terminate the Condominium Regime. In the event more than two-thirds (2/3) of the total number of Units are substantially damaged or destroyed by fire or other casualty and members entitled to cast at least seventy-five (75%) percent of the votes in the Association do not within sixty (60) days from the date of such casualty make request in writing to the Board of Directors of the Association to proceed with repair or reconstruction, then and in that event the Condominium Property shall be withdrawn from the Condominium Regime in accordance with Article XIV. Subject to the provisions of Article XV, no mortgagee of any Unit shall have the right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(c) any reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Units prepared by Developer (which plans and specifications shall be furnished by the Developer upon request by the Association in connection with such reconstruction or repair), or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is one or more of the Units, by not less than 75% of all Unit Owners, which approval shall not be unreasonably withheld. Repairs and restoration of any Unit as provided herein shall include, but not be limited to, the structural components of the Unit, the interior walls, ceilings, and carpeting of the Units, air conditioning and heating equipment, electrical and water facilities and other utility services of the Units, but shall not include any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Units.

(d) immediately after the occurrence of a casualty causing damage to any of the Common Elements, or the Units, for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as existing before the casualty. The Board of Directors of the Association, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of available insurance proceeds shall constitute a Common

Expense, and the Board of Directors shall make assessments against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction. Additional assessments may be made at any time during or following the completion of construction. Any assessment may be made at any time during or following the completion of construction. Any assessments against the Unit Owners for damage to their individual Units shall be in proportion to each Unit Owner's fractional or percentage share of interest in the Common Elements as hereinabove provided.

2. The Units. If damage or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owners, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the blanket or master policy is payable on account of damages the reconstruction and repair of which are the responsibility of the individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds so allocated to the Unit Owner or if there is a mortgage endorsement, then to the Unit Owner and mortgagee jointly, who may use the proceeds as they may be advised.

## XI.

### ASSESSMENTS, COMMON EXPENSES AND COMMON SURPLUS

1. General. Assessments against the Units and the Unit Owners for Common Expenses and distributions of Common Surplus shall be made by the Board of Directors and approved by the membership of the Association pursuant to the provisions of the By-Laws.

2. Share of Common Expenses and Common Surplus. Each Unit Owner shall be liable for the Common Expenses and entitled to share in the Common Surplus in the proportions set forth in Article III above.

3. Annual Assessments for Common Expenses. Assessments for Common Expenses shall be made annually in advance by the Board of Directors of the Association based on estimated annual Common Expenses and adequate reserves for future Common Expenses, all as more particularly provided for in the By-Laws. Assessments shall be payable to the Association unless the Board of Directors designates otherwise. These assessments shall be payable in twelve equal

consecutive monthly installments, in advance, on the first day of each month beginning with the month immediately following the month in which the assessments are made and in accordance with the procedures set forth in the By-Laws.

4. Assessments for Emergencies. Assessments for Common Expenses for emergencies may be made by the Board of Directors in accordance with the provisions of the By-Laws and shall be due and payable at the time specially provided by the Board of Directors in making such emergency assessments, but shall otherwise be apportioned and collected in the same manner as annual assessments for Common Expenses.

5. Special Assessments. Any special assessments, the authority of which to levy is granted to the Association or its Board of Directors elsewhere in this Condominium Declaration or in any of the Condominium Documents, shall be made, apportioned and collected in the manner particularly set forth in those provisions of the Condominium Documents authorizing the assessment or in the action of the Board of Directors in making the assessment, and in lieu thereof in the same manner as annual assessments for Common Expenses.

6. Liability for Assessments. Each initial purchaser of a Unit from the Declarant shall be liable for all assessments accruing against his Unit on or subsequent to the date of closing of the act of transfer of such Unit from the Declarant. Any purchaser from an individual Unit Owner, except a purchaser at a judicial sale, shall be liable for all assessments made against such Unit prior to and subsequent to his acquisition. A purchaser at a judicial sale shall be liable for all assessments against the purchased Unit subsequent to the sale and for his share of Common Expenses, which shall include any unpaid Common Expenses or assessments chargeable to the purchased Unit. Each Unit Owner shall be personally liable to the Association for all sums assessed against his Unit for his share of the Common Expenses, and joint owners shall be liable in solido for such assessments. A Unit Owner may not relieve himself from liability of his assessed share of the Common Expenses or from other proper assessments by abandonment of his Unit. A Unit Owner shall not be liable for payment of any assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his Unit (made in accordance with Article VII hereinabove) but shall remain liable in solido with the transferee of the Unit for payment of all previously accrued assessments which were due at the time of transfer of the Unit.

Subject to such terms and conditions as may be established by the Association, and provided that the Unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for assessments for Common Expenses, a Unit Owner may convey his Unit to the Association, or its designee, on behalf of all other Unit Owners, and said Unit Owner shall be exempt from Common Expenses thereafter accruing and assessments therefor.

7. Interest, Penalties and Liens. Assessments, and installments thereof, paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest and a late charge of ten (10%) percent of the unpaid installment(s) shall be assessed against the delinquent Unit Owner monthly.

All payments upon account shall be first applied to interest and penalties and then to the assessment payment first due. Failure to pay any monthly installment of any assessment shall, at the option of the Board of Directors of the Association, mature the entire annual assessment for Common Expenses and the same shall be due and payable immediately, together with interest at the rate of ten (10%) per cent annum until paid. The lien for unpaid assessments provided by the Louisiana Condominium Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

8. Records and Certificates. The Association shall maintain accounting records according to good accounting practices and as provided in the By-Laws. Such records shall be available for inspection by the Unit Owners at reasonable times and shall include:

- (a) an itemized record of all receipts and expenditures; and
- (b) a separate account for each Unit which shall indicate:
  - (i) the name and address of the Unit Owner; (ii) the amount and due date of each assessment for Common Expenses pertaining to the Unit; (iii) amounts paid on the account; and (iv) any balance due. A Unit Owner and his mortgagee or purchaser of a Unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the Unit.



## XII.

### COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, as the same may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due to damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

2. Liability for Damages. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacements of the Common Elements rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, as determined by the Board of Directors of the Association within its discretion, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, and if the Association should be the prevailing party, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. No Waiver of Rights. The failure of the Association or of any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

5. Cumulation of Rights. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus

exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or by law.

### XIII.

#### AMENDMENT

The Condominium Documents may be amended in the following manner:

1. Condominium Declaration. Amendments to this Condominium Declaration shall be proposed and adopted as follows:

(a) notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting of the membership of the Association at which a proposed amendment is considered.

(b) a resolution for adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than sixty-seven (67%) percent of the Unit Owners; provided that any amendment which would effect a change in the percentage or share of undivided interest of any Unit Owner in the Common Elements shall require approval of all Unit Owners and all mortgagees.

(c) a copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana. Copies of same shall be sent to each Unit Owner, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association - Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

3. Amendment by Declarant Alone. Amendments to the Condominium Declaration and any exhibit thereto may be executed by the Declarant alone, in the following respect:

(a) to reflect changes in the interior design and arrangement of any Unit or Units which are owned by the Declarant at the time such changes are made;

(b) to reflect minor variances between the relative location and approximate dimensions of the Common Elements and each Unit as shown on Exhibit "A" and the actual location and

dimensions of the Common Elements and of each Unit, once construction of these improvements are completed.

#### XIV.

#### ADDITIONS TO CONDOMINIUM PROPERTY

It is the intention of Declarant to add additional units and common elements to the condominium regime, and therefore reserves the right and power provided under LSA-R.S 9:1122.106, as amended, to change, with respect to individual units in the condominium property, their respective percentage interest in the common elements, their percentage sharing of the common surplus and common expenses and their respective voting rights in the Association of Unit Owners and to reallocate part of said interest to units actually dedicated at a future date. Declarant does further declare that:

(1) The respective percentage interest of an individual unit in the common elements, common surplus and common expenses, and the proportionate voting rights of an individual unit in the Association, may be changed in the event the Declarant actually dedicates additional units, common elements, or both, to the condominium regime.

(2) Upon the dedication of an additional unit or units to the condominium regime, each unit shall have a percentage interest in the common elements, a percentage sharing of surplus and common expenses, and a proportion of voting power in the Association equal to a fraction the numerator of which is one and the denominator of which is determined by dividing the total number of units then existing into one hundred (100).

(3) The maximum time period during which additional units or common elements or both may be dedicated to the condominium regime shall be seven (7) years subsequent to the date of filing the Condominium Declaration.

(4) The additional immovable property which may be later included in this Condominium Declaration is:

(5) (i) the immovable property described hereinabove in Paragraph (4) may be added to the condominium regime at different times, but no assurances can be given at this time as to the boundaries of the parcels or the order in which they may be added to the condominium regime.

(ii) Declarant, at this time, plans to add such portion or portions of the property described in Paragraph (4) hereinabove as Declarant determines to be necessary for the orderly development and expansion of the condominium

regime, but Declarant has no plans to add any immovable property other than that described in Paragraph (4) hereinabove.

(6) (a) Declarant has no plans to add any condominium units on any property other than that described in Paragraph (4) hereinabove, and the maximum number of units added if all of that immovable property were brought into the condominium regime is seventy-three (73).

(b) All units will be restricted to residential use.

(c) As stated in (a) above, Declarant has no plans to add any condominium units or any property other than that described in Paragraph (4) hereinabove.

(7) Improvements that are or may be erected upon each parcel of the additional immovable property which may be added to the condominium regime are or will be compatible with the existing improvements in the condominium in terms of architectural style, quality of construction, principal materials employed in construction and size.

(8) All covenants in the Condominium Declaration affecting use, occupancy and alienation of units will apply to units created within additional parcels of immovable property which may be later added to the condominium regime.

(9) Additional common elements will be included in the event additional units are added to the condominium regime at a later date, but no assurances are made as to what common elements will be added if less than the maximum number of units are later included within the condominium regime.

(10) No assurances are made with respect to any limitations as to the locations of improvements that may be made within parcels of immovable property to be added to the condominium regime.

## XV.

### WITHDRAWAL OF PROPERTY

#### AND TERMINATION OF THE CONDOMINIUM

The Condominium Property or any part thereof may be withdrawn from the Condominium Property Regime and the Condominium terminated with respect thereto in the following manner:

1. Voluntary Withdrawal. The entire Condominium property or any part thereof may be withdrawn from the Condominium Regime by unanimous agreement of Unit Owners, which Agreement shall be evidenced by an instrument or instruments executed in the manner required for

conveyance of real property. The withdrawal of Condominium Property and termination of the Condominium Regime with respect thereto shall become effective when the aforesaid agreement authorizing such withdrawal has been recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana. The consent of all mortgagees or other lien creditors of the Units shall be obtained before the Condominium Property may be withdrawn.

2.     Destruction.     If it is determined in the manner elsewhere provided that all or the requisite portion of the Condominium Property which has been destroyed or damaged as a result of casualty shall not be reconstructed, then the Condominium Property will be withdrawn from the Condominium Regime and the Condominium terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded with the Clerk of Court in and for St. Tammany Parish, Louisiana.

3.     Status of Property After Withdrawal.     Upon withdrawal of the Condominium Property from the Condominium Regime pursuant hereto, the Property shall be deemed to be owned in indivision by all the Owners of the Units in the Condominium Property. The percentage of undivided ownership of a Unit Owner in the Condominium Property shall be equal to his former percentage of ownership in the Common Elements. Liens upon individual Condominium parcels shall, following termination of the Condominium Regime, be upon the respective undivided shares of the owners in the said Condominium parcel.

4.     Partition of Property.     Following withdrawal of the Condominium Property or any part thereof, such withdrawn property shall be subject to partition by the Action of any owners of the Withdrawn Property.

5.     Disposition of Assets.     All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the former Unit Owners in proportion to the share of Common Expenses paid by each Unit Owner. All costs incurred by the Association in connection with the termination of the Condominium Regime and withdrawal of the Condominium Property shall be a part of the Common Expenses. Any surplus remaining after complete disposal of the withdrawn property shall be distributed to the former Unit Owners in accordance with their respective Shares of the Common Surplus as elsewhere provided.

**XVI.**

**COVENANTS RUNNING WITH THE LAND**

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every Unit and appurtenances thereto, and every Unit Owner and claimant of the Property, or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

**XVII.**

**SEVERABILITY**

If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents. If any provision of this Condominium Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Louisiana, then the said laws shall be deemed controlling and the validity of the remainder of this Condominium Declaration, and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

**XVIII.**

**CAPTIONS**

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used on construing the effect or meaning of any part of the text of the Condominium Documents.

**XIX.**

**GENDER, SINGULAR, PLURAL**

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

XX.

**ADDITIONAL PROVISIONS**

All provisions of the Condominium Declaration are in addition to the provisions of the Louisiana Condominium Act, Louisiana Revised Statutes 9:1121, *et seq.*, as same may be from time to time amended, which said statute is made a part hereof as though copied herein in words and figures.

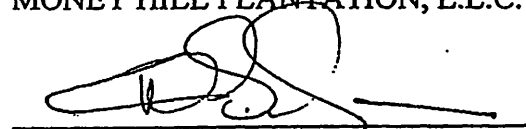
**THUS DONE AND PASSED** in my office in St. Tammany Parish, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto signed their names with the said appearers, and me, Notary, after due reading of the whole.

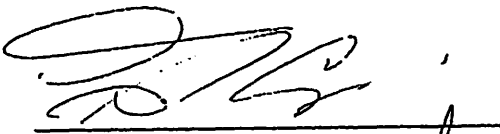
WITNESSES:

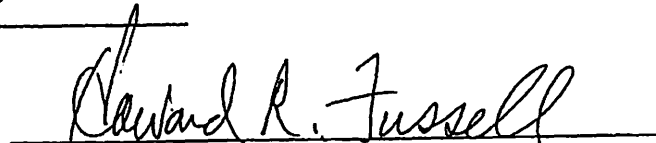
MONEY HILL PLANTATION, L.L.C.

  
\_\_\_\_\_

By:

  
\_\_\_\_\_  
DAVID L. GOODYEAR,  
MANAGER PARTNER

  
\_\_\_\_\_

  
\_\_\_\_\_  
HOWARD R. FUSSELL, NOTARY PUBLIC

UNITED STATES OF AMERICA

PARISH OF ST. TAMMANY

BEFORE ME, Teena B. Ayo, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

**Exhibit "A" - Site Plan  
- Floor Plans**


THUS DONE AND PASSED in my office in the Parish and State aforementioned, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer and me, Notary.

WITNESSES:

Jonell Rodon

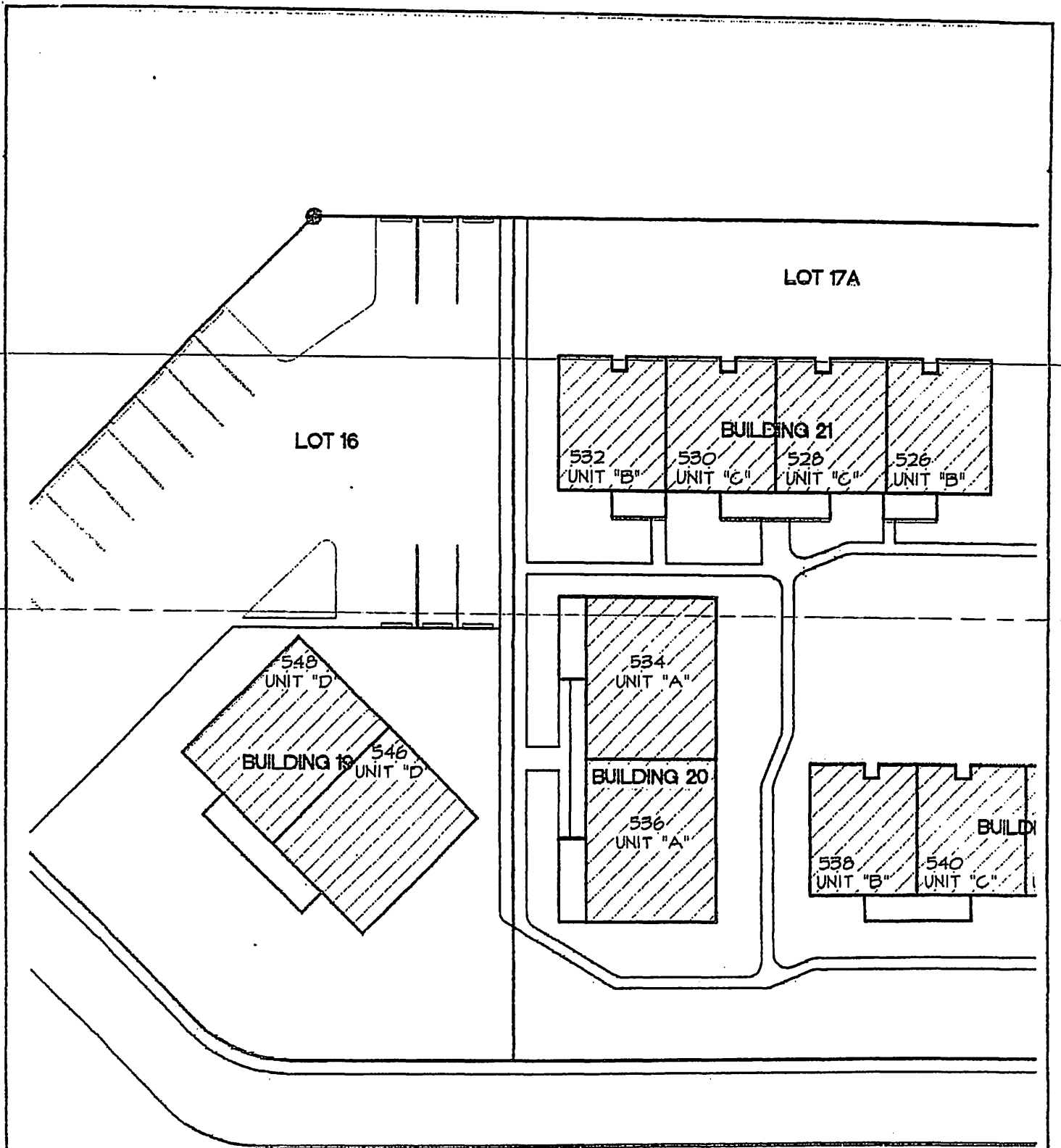
Laura Hoge Kiebert

Howard R. Fussell  
Howard R. Fussell

  
NOTARY PUBLIC  
Teena B. Ayo

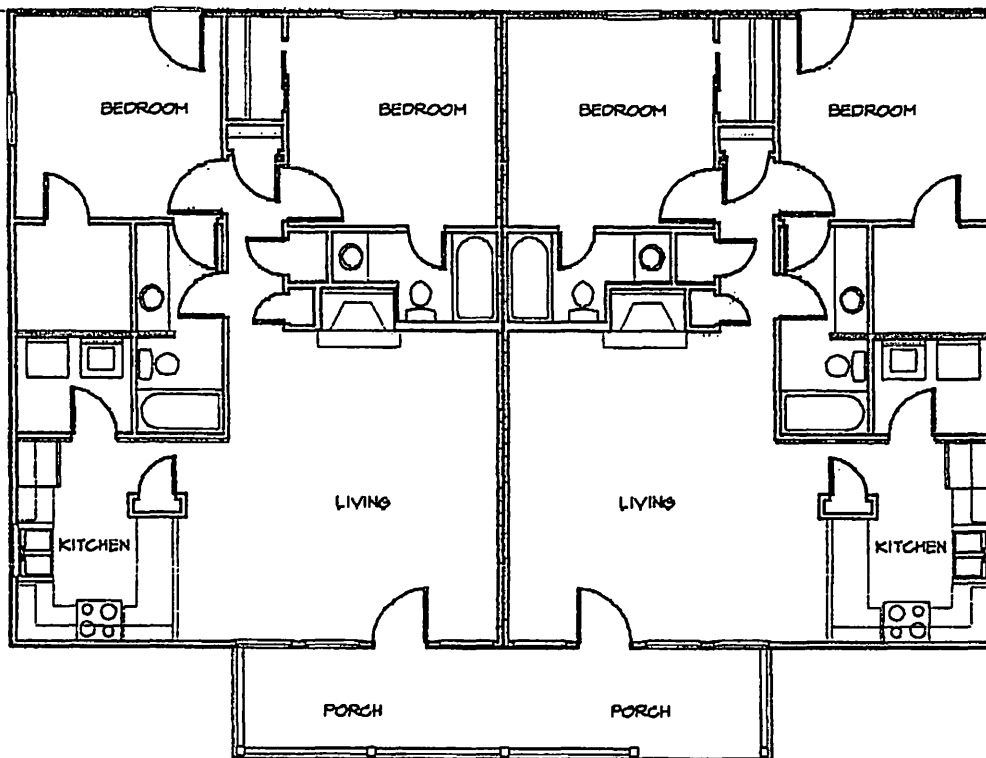
St. Tammany Parish 20  
Instrmnt #: 1413923  
Registry #: 1356843 SLM  
01/29/2004 3:51:00 PM  
MR CB X MI UCC



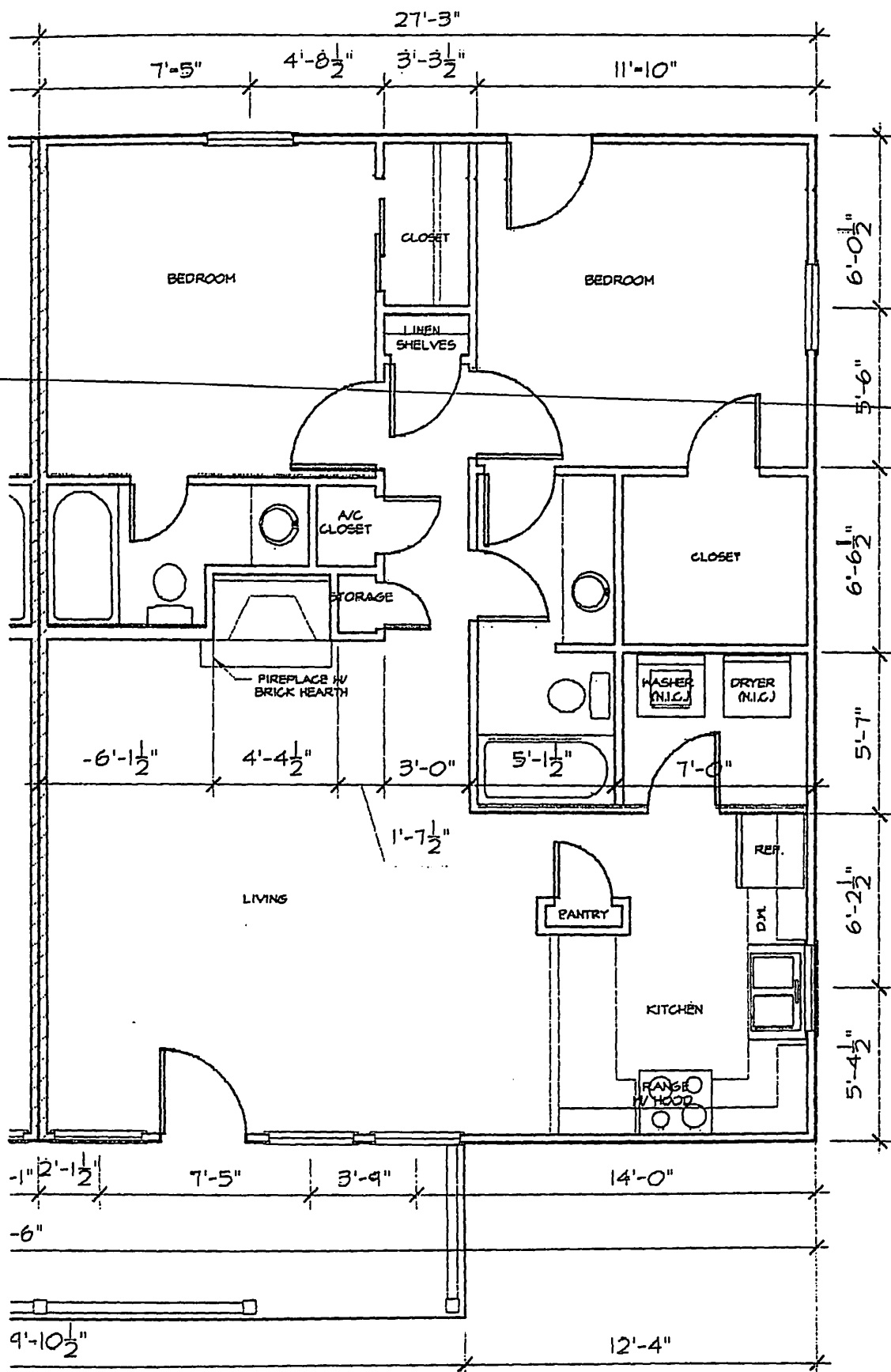


# SITE PLAN

ST. JAMES PLACE CONDOMINIUMS--LOTS 16 & 17A  
BUILDINGS 19 - 21  
SC: 1" = 50'



**BUILDING 19**  
UNIT "D" FLOOR PLAN  
SC: 3/32" = 1'=0"

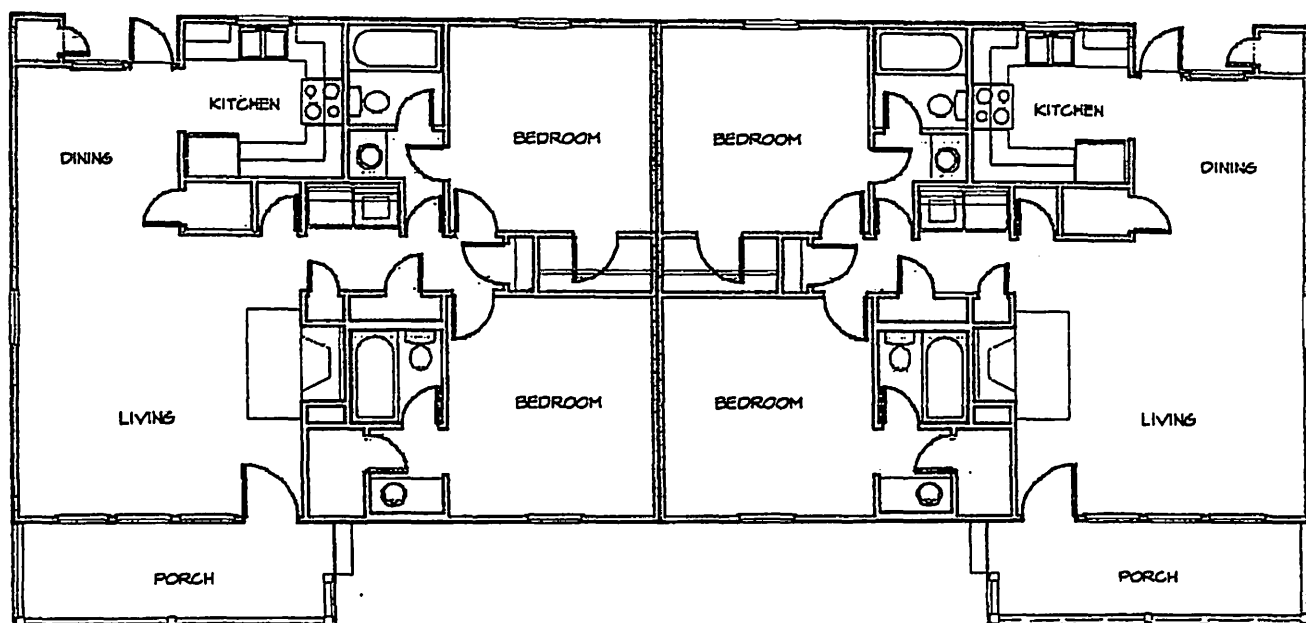


# 546 CEDARWOOD DRIVE

UNIT "D" FLOOR PLAN

SC: 3/16" = 1'=0"

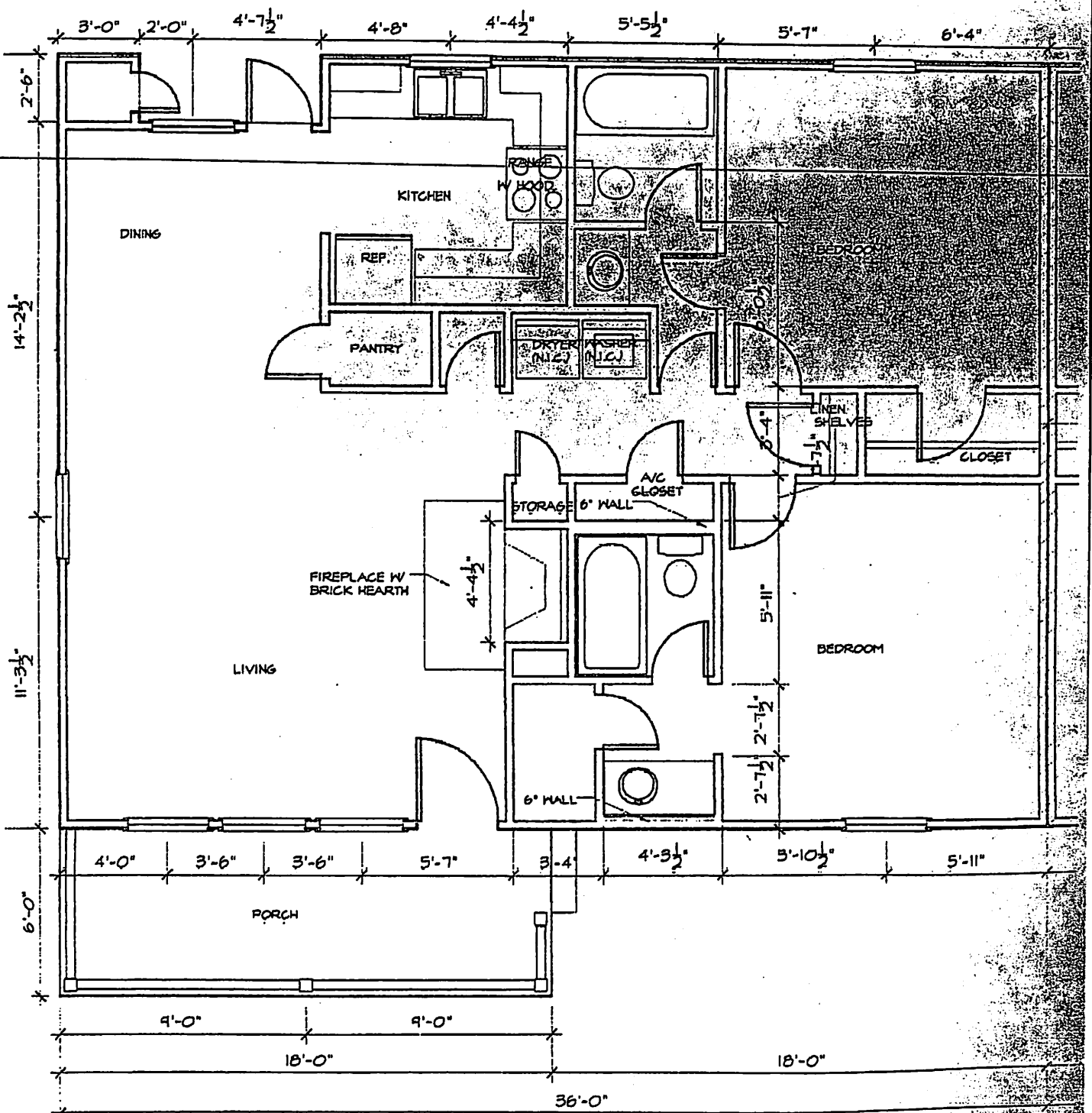
SC: 3/16 "O=,1 = "O=



## BUILDING 20

534 & 536 CEDARWOOD DRIVE

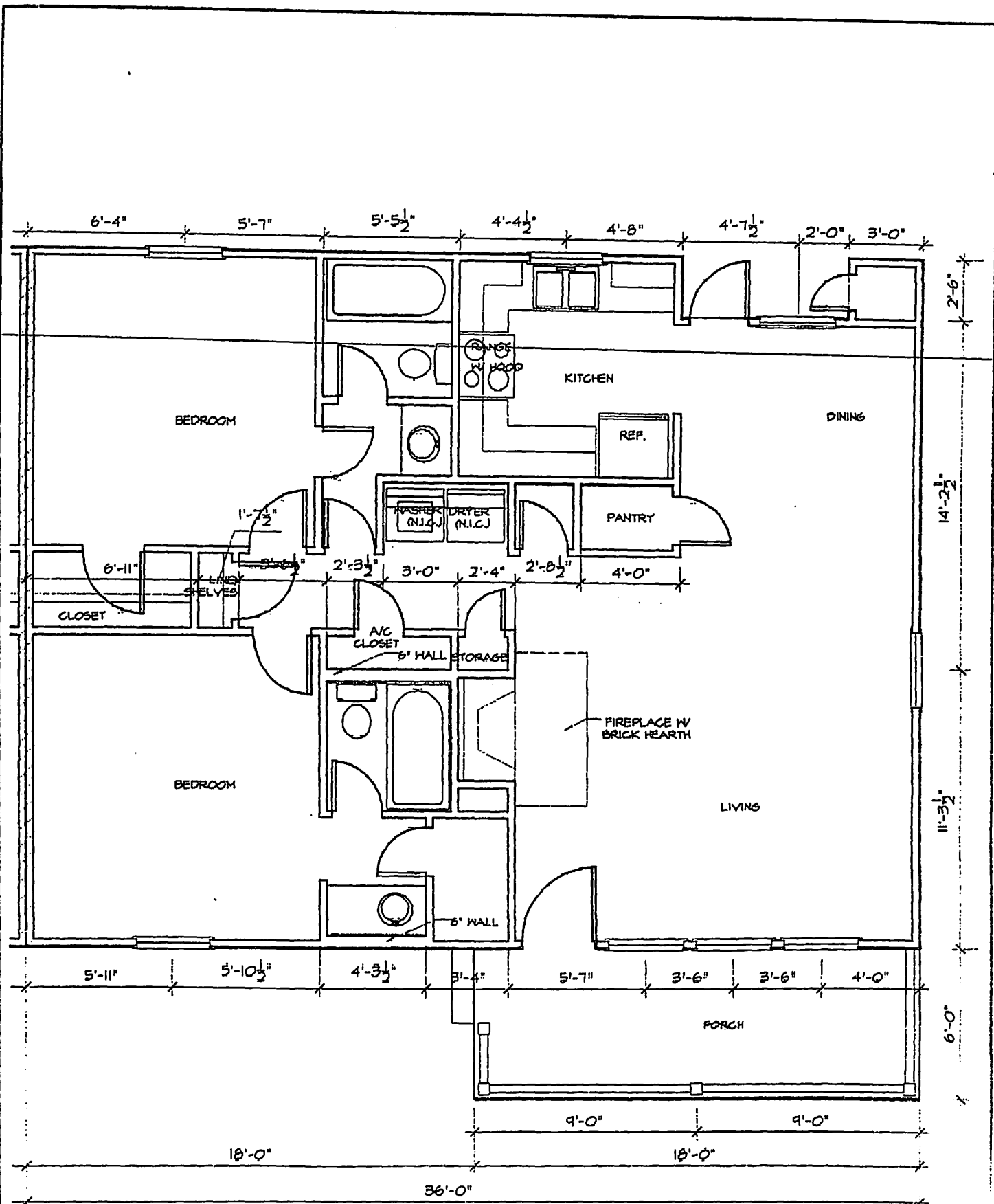
SC: 3/32" = 1"=0"



534 CEDARWOOD DRIVE

UNIT "A" FLOOR PLAN

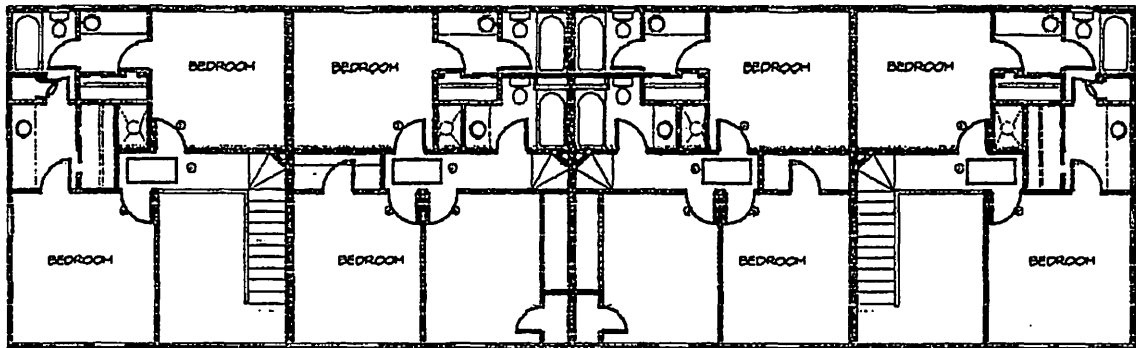
SC: 3/16" = 1'-0"



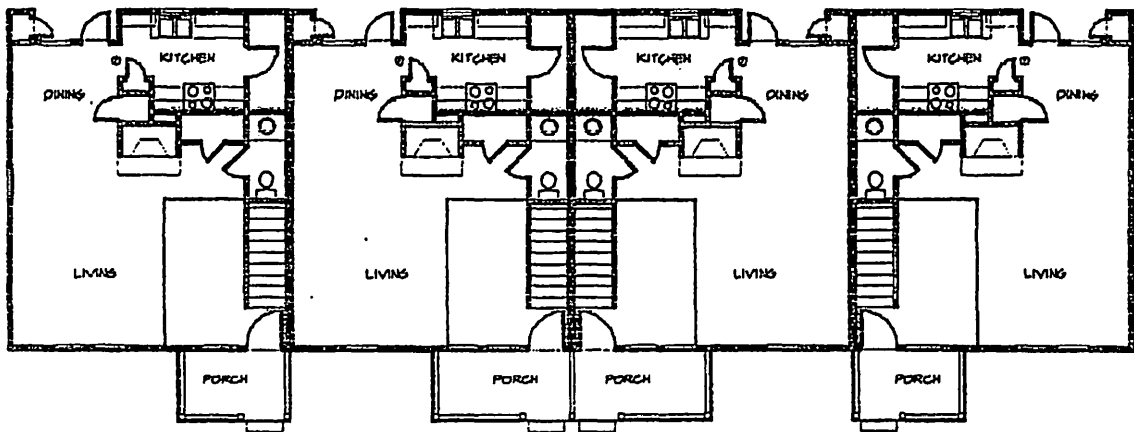
## 536 CEDARWOOD DRIVE

UNIT "A" FLOOR PLAN

SC: 3/16" = 1'-0"



SECOND LEVEL PLAN



GROUND LEVEL PLAN

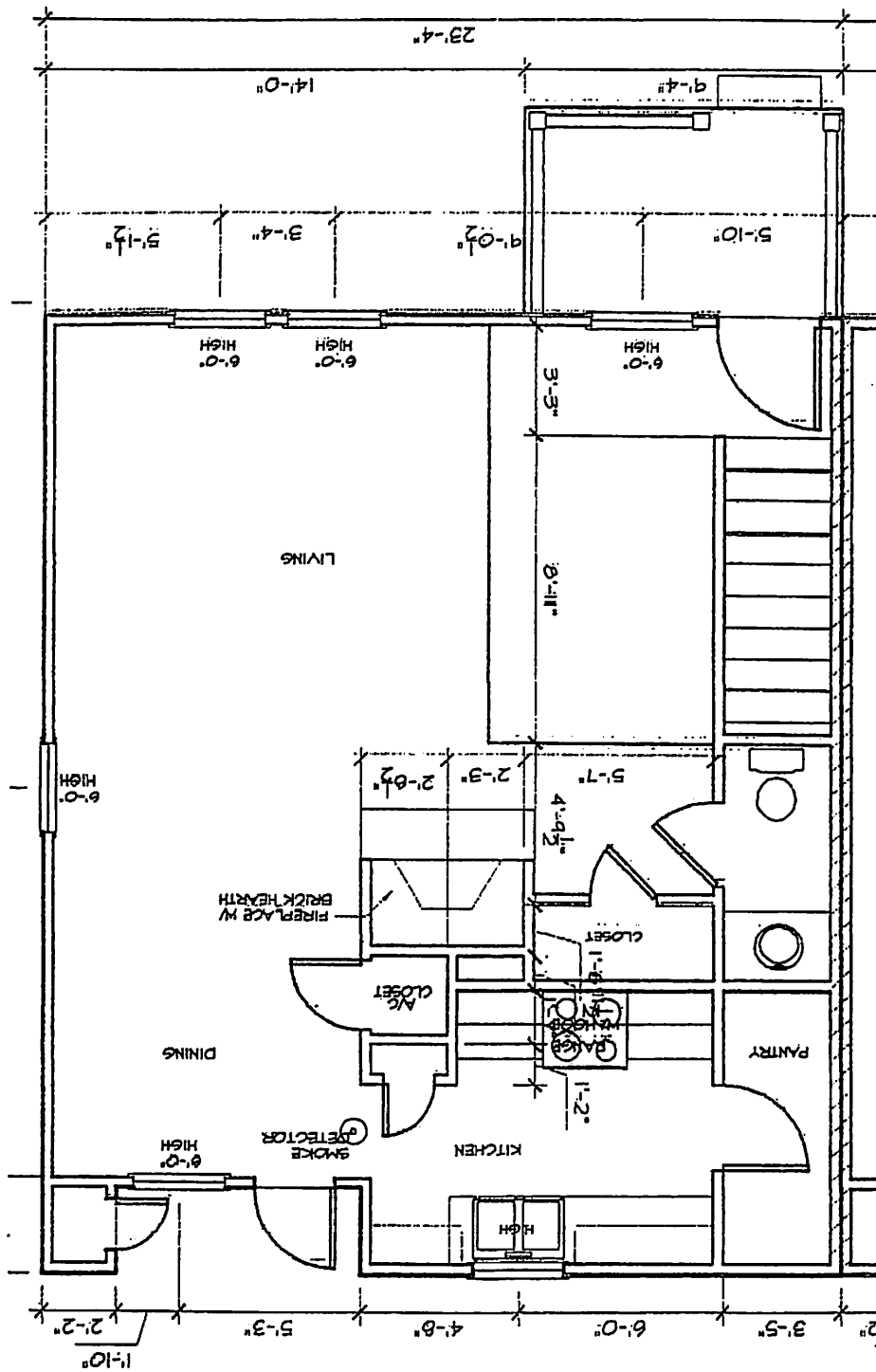
**BUILDING 21**  
 526, 528, 530, & 532 CEDARWOOD DRIVE  
 SC: 1/16" = 1'-0"

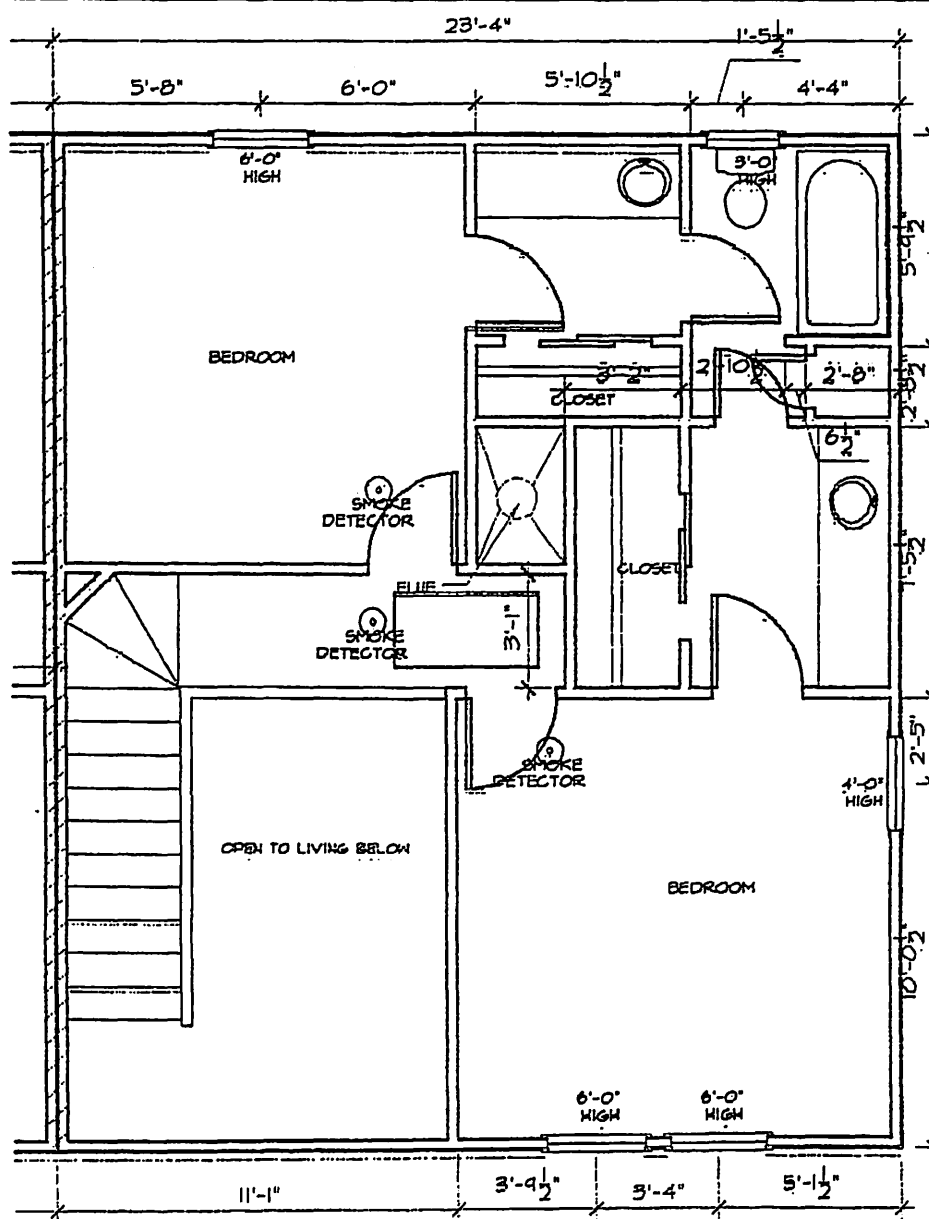


526 CEDARWOOD DRIVE

UNIT "B" GROUND FLOOR PLAN

SC: 3/16" = 1' = 0"

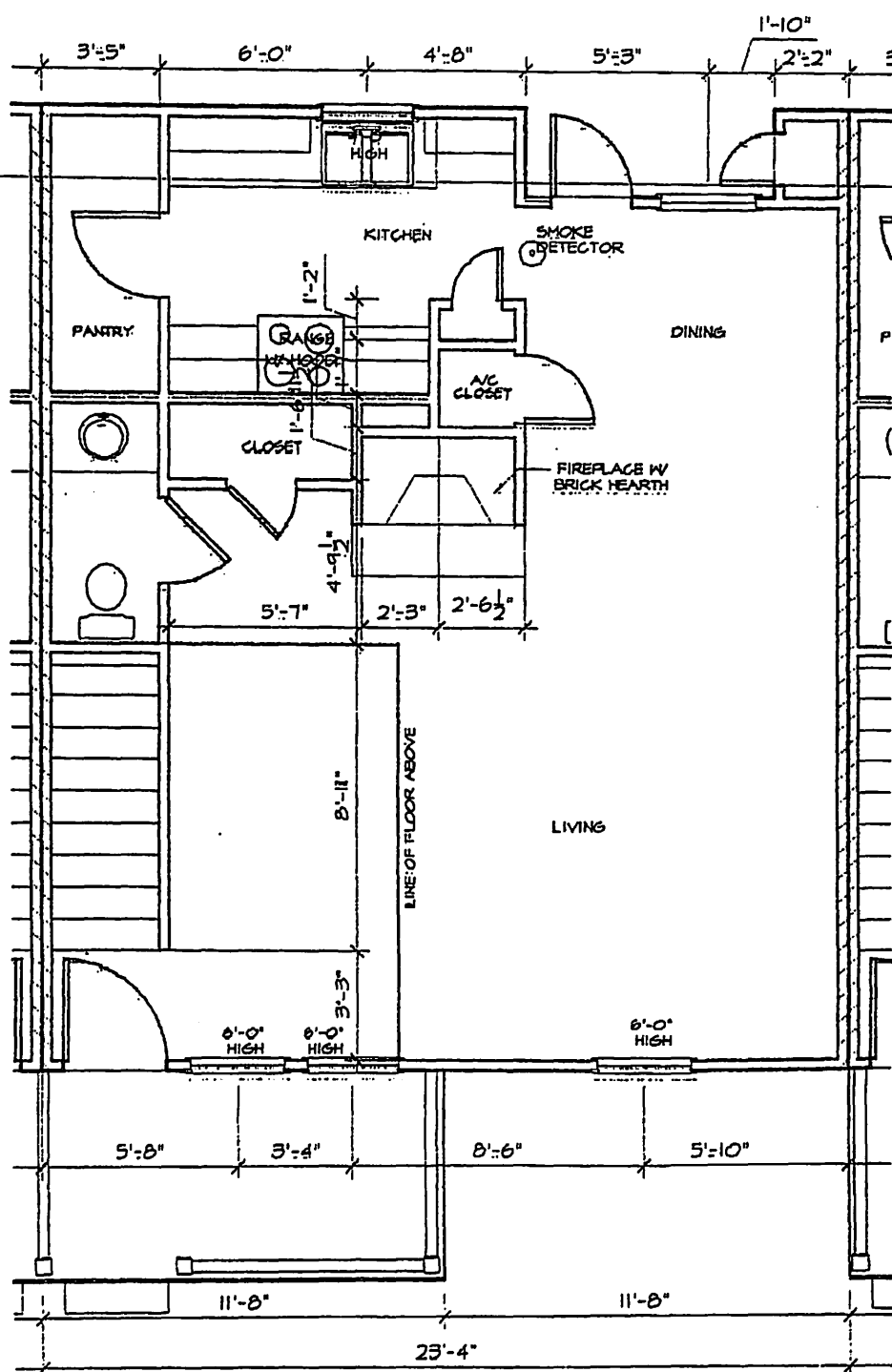




526 CEDARWOOD DRIVE

UNIT "B" SECOND FLOOR PLAN

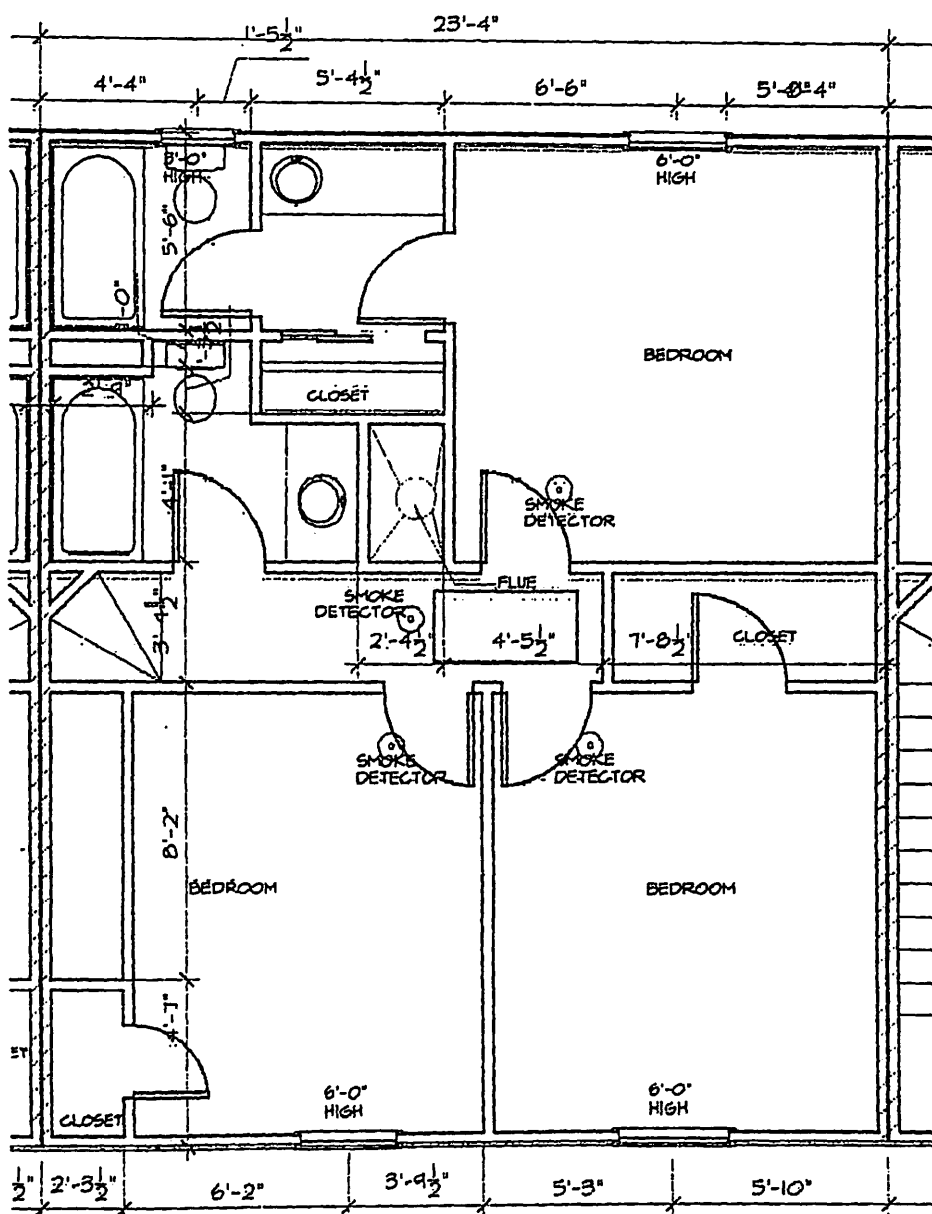
SC: 3/16" = 1'-0"



528 CEDARWOOD DRIVE

UNIT "C" GROUND FLOOR PLAN

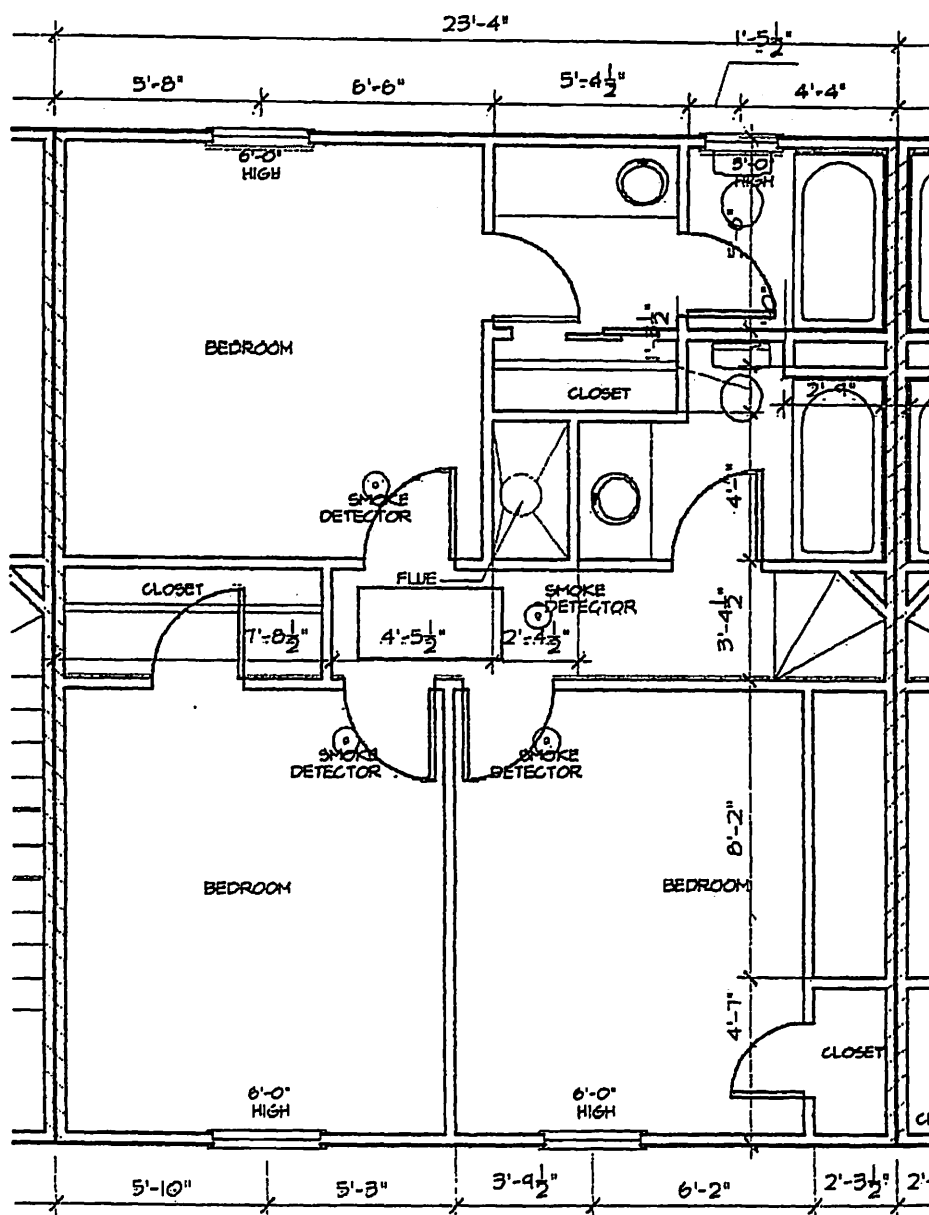
SC: 3/16" = 1'-0"



528 CEDARWOOD DRIVE

UNIT "C" SECOND FLOOR PLAN

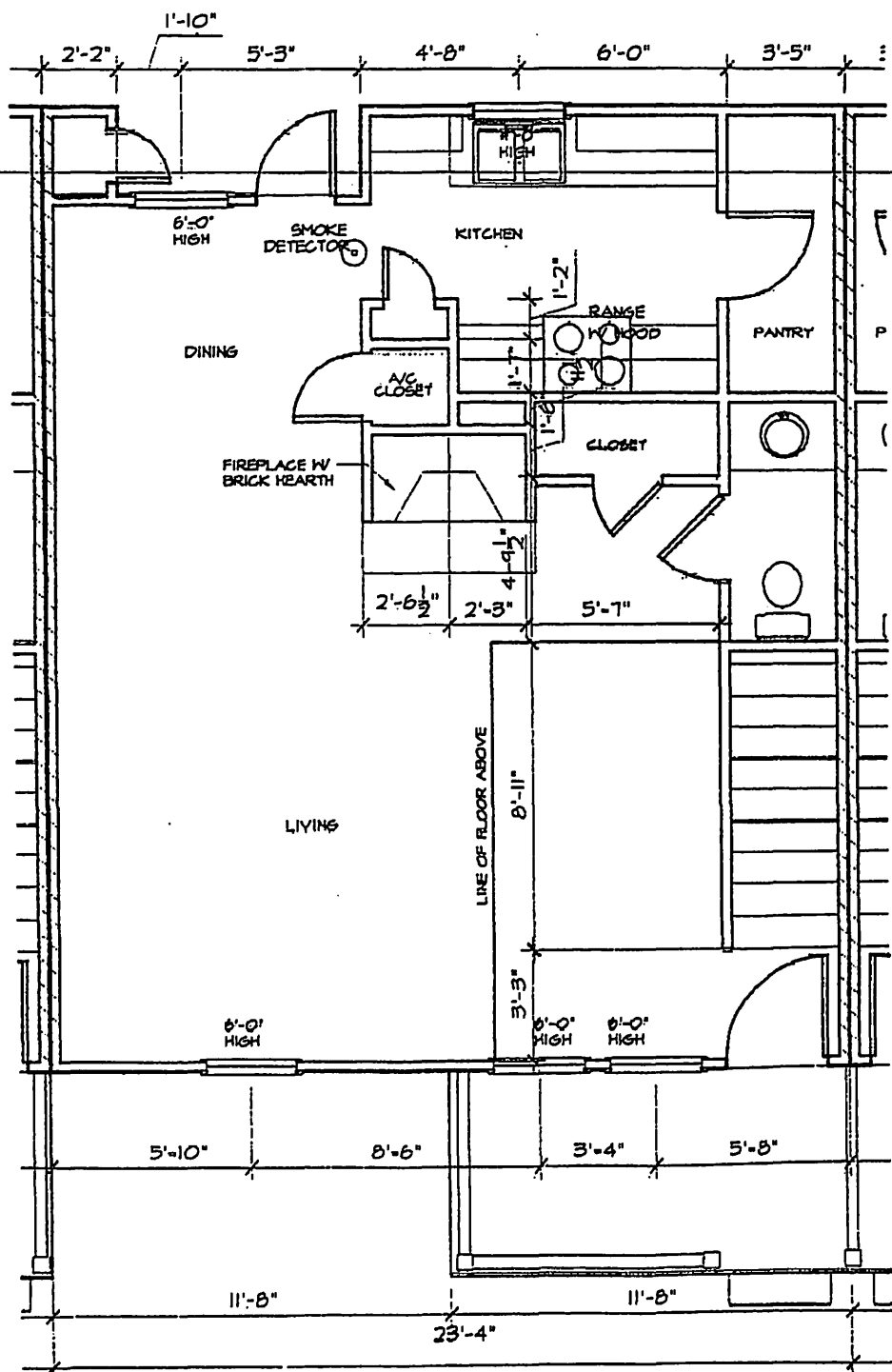
SC: 3/16" = 1'-0"

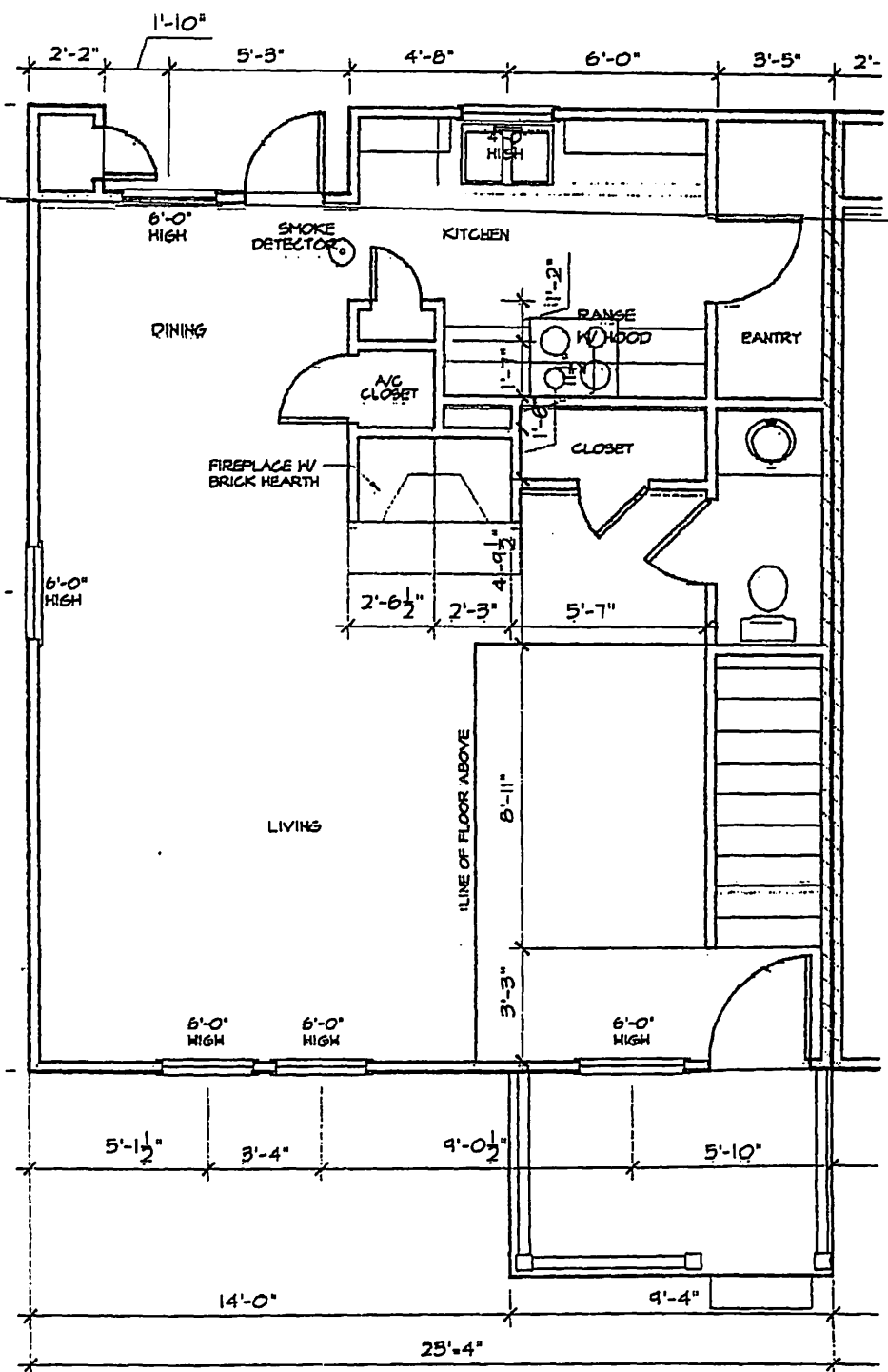


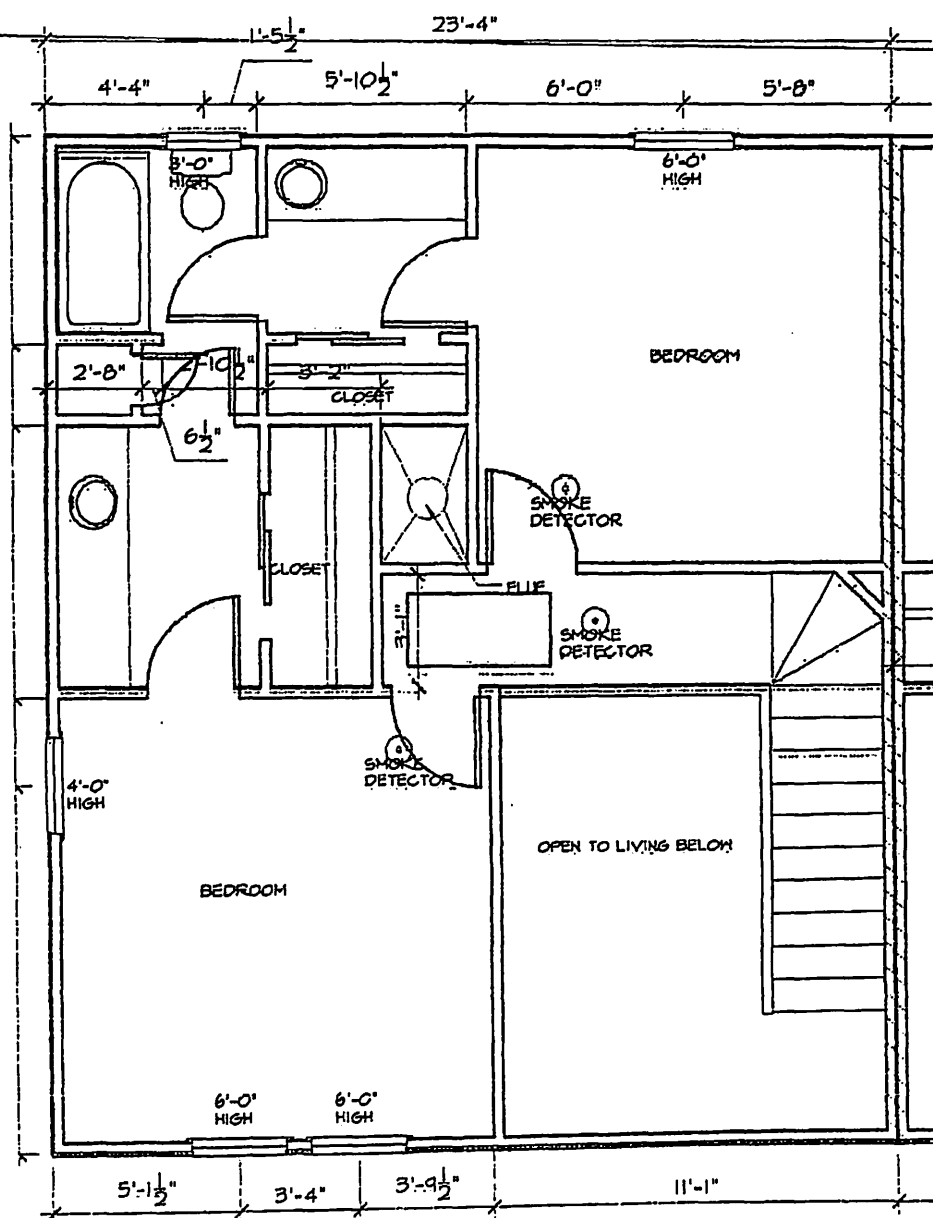
# 530 CEDARWOOD DRIVE

UNIT "C" SECOND FLOOR PLAN

SC: 3/16" = 1'-0"





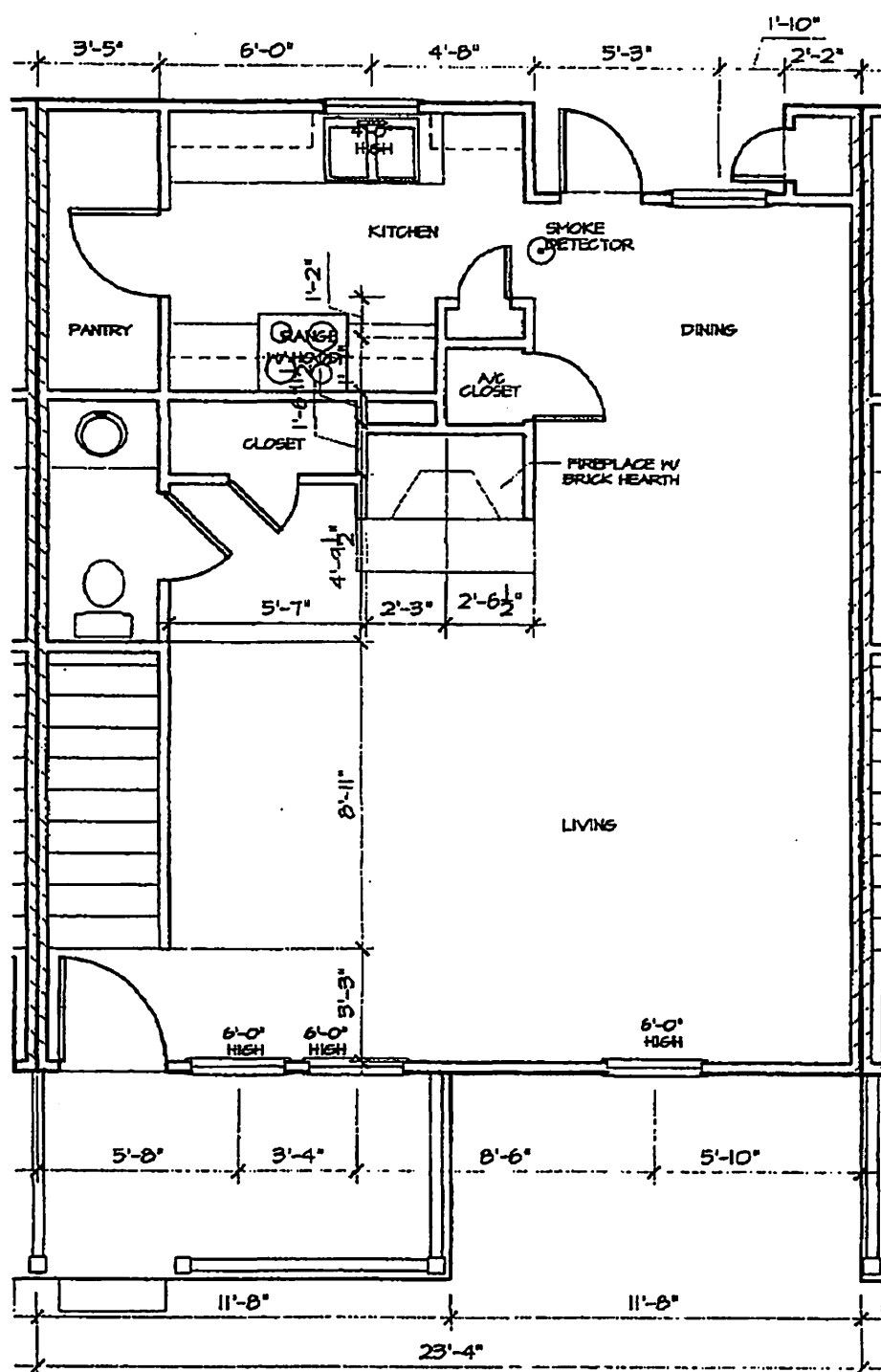


532 CEDARWOOD DRIVE

UNIT "B" SECOND FLOOR PLAN

SC: 3/16" = 1' = 0"

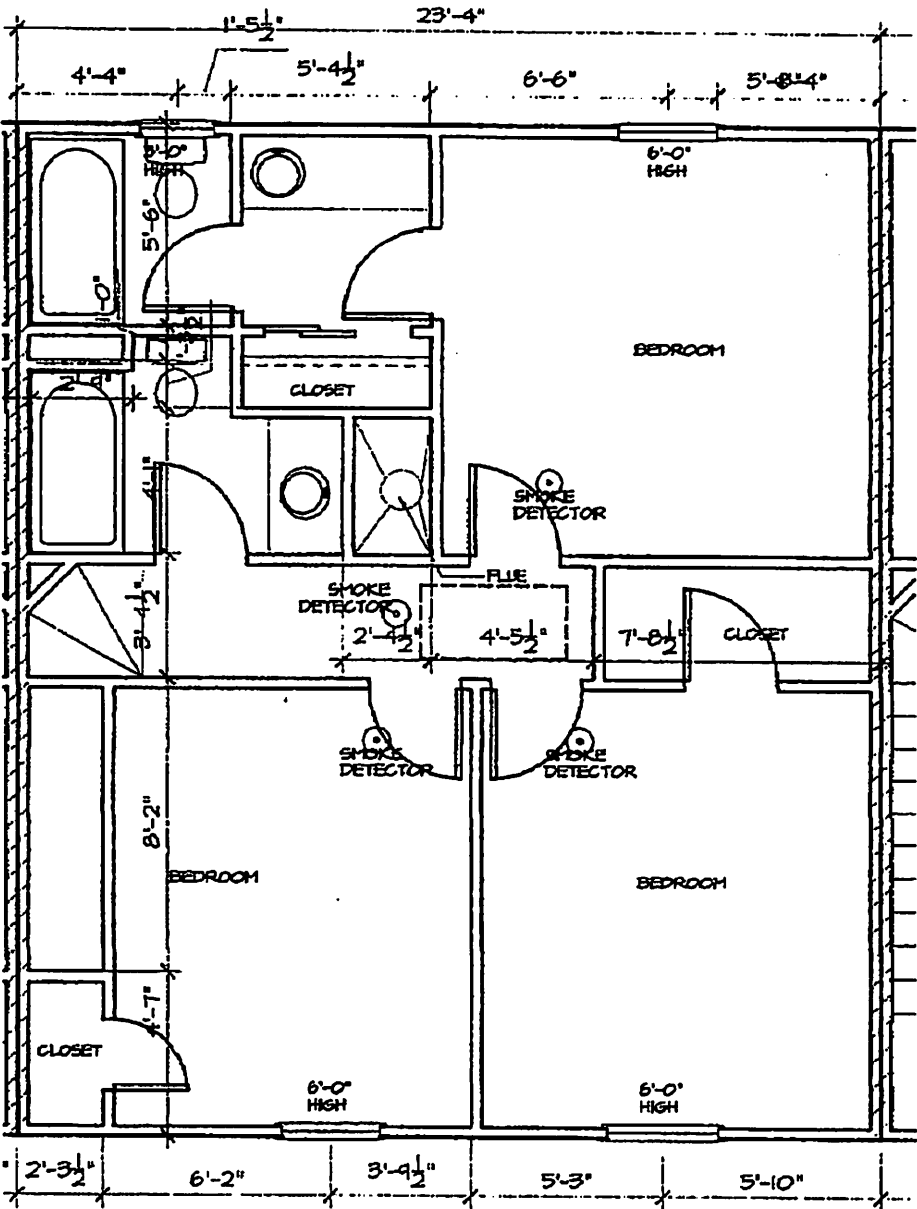




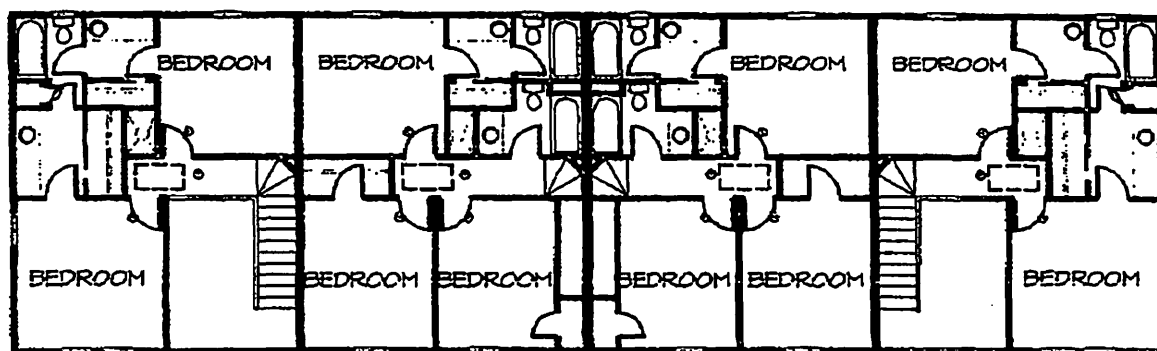
510 + 520 CEDARWOOD DRIVE

UNIT "C" GROUND FLOOR PLAN

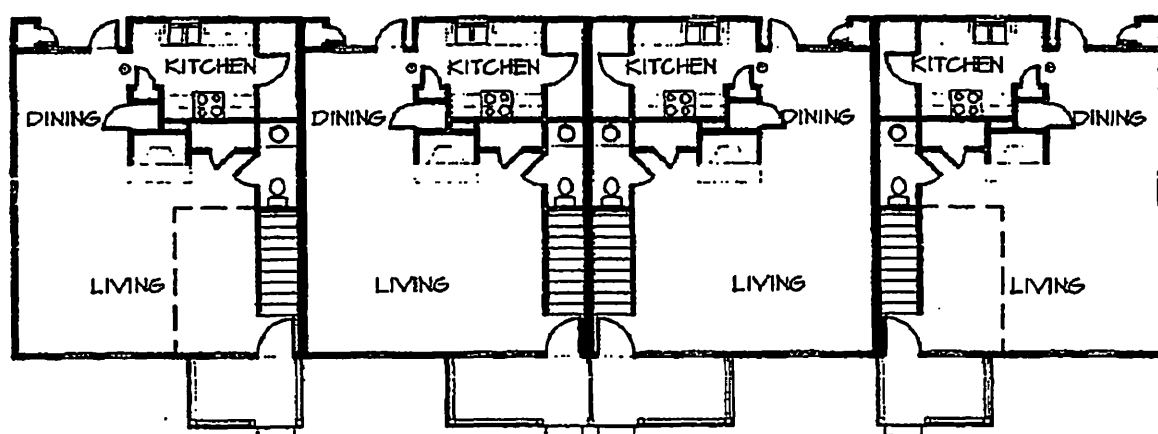
SC: 3/16" = 1'-0"



510 + 520 CEDARWOOD DRIVE  
UNIT "C" SECOND FLOOR PLAN  
SC: 3/16" = 1'=0"



SECOND LEVEL PLAN



GROUND LEVEL PLAN

## BUILDINGS 22 + 26

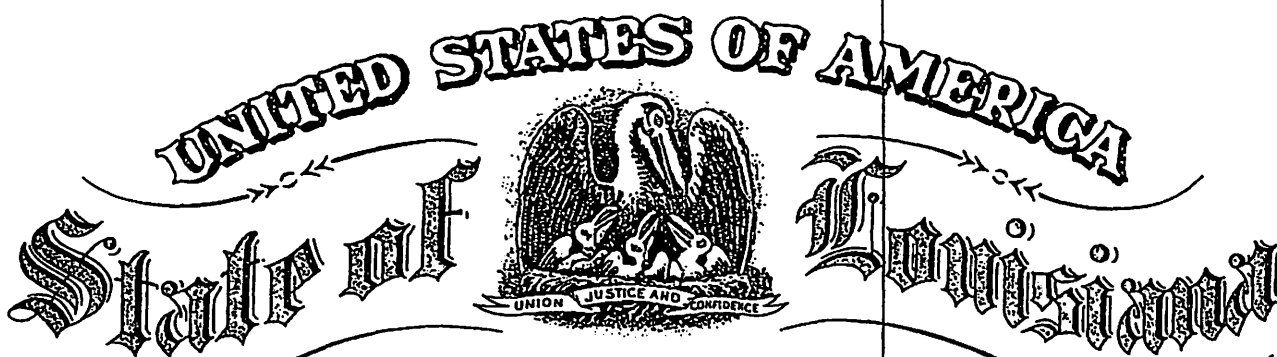
506, 508, 510, 512, 518, 520, 522, & 524 CEDARWOOD DRIVE

SC: 1/16" = 1'-0"

**EXHIBIT "B"**  
**ARTICLES OF INCORPORATION**  
**OF**  
**ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

**TABLE OF CONTENTS**

<u><b>ARTICLE</b></u>		<u><b>PAGE NUMBER</b></u>
I	NAME	2
II	PURPOSE	2
III	DOMICILE	3
IV	POWERS	3
V	MEMBERS	5
VI	DIRECTORS	5
VII	OFFICERS	6
VIII	INDEMNIFICATION	6
IX	BY-LAWS	7
X	AMENDMENTS TO ARTICLES OF INCORPORATION	7
XI	TERM OF ASSOCIATION	7
XII	REGISTERED AGENT	8
XIII	INCORPORATION	8



**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Incorporation of

ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.

Domiciled at COVINGTON, LOUISIANA,

Was filed and recorded in this Office on January 05, 2004,

And all fees having been paid as required by law, the  
corporation is authorized to transact business in this  
State, subject to the restrictions imposed by law, including  
the provisions of R.S. Title 12, Chapter 2.

St. Tammany Parish 20  
Instrmnt #: 1411144  
Registre #: 1350804  
01/07/2004 3:50:00 PM  
MB CB MJ X UCC

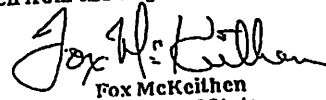
*In testimony whereof, I have hereunto set*  
*my hand and caused the Seal of my Office*  
*to be affixed at the City of Baton Rouge on,*  
January 5, 2004

*Jox McKeithen*  
SKA 35621711N

*Secretary of State*



Office of the Secretary of State  
I hereby certify that this is a true and correct copy,  
as taken from the original on file in this office.

  
Fox McKeithen  
Secretary of State

Date: JAN 05 2003 (SK)

## ARTICLES OF INCORPORATION

OF

ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.

-----

BE IT KNOWN, that on the 13<sup>TH</sup> day of November, 2003 , personally came and appeared before me the undersigned Notary Public, the subscribers hereto, each of the full age of majority, who declared that for the purpose of forming a corporation under the Louisiana Nonprofit Corporation Law, Chapter 12, Section 201, *et seq.* of the Louisiana Revised Statutes, Appearers do hereby adopt the following Articles of Incorporation of St. James Place Homeowners Association No. II, Inc.

### ARTICLE I

#### NAME

The name of the corporation shall be ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC., (hereinafter referred to as the "Association,")

### ARTICLE II

#### PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Louisiana Condominium Act, Chapter 9, Sections 1121.101 through 1124.117, Louisiana Revised Statutes, as amended (hereinafter referred to as the "Condominium Act,") for the management, regulation, operation and maintenance of St. James Place Condominiums No. II located on the following lands:

LOTS 16, 16A, 17, 18, 19, 20, 21, 22, 23, and 24 of CEDARWOOD VILLAGE SUBDIVISION, situated in St. Tammany Parish, together with all the buildings and improvements thereon, and all the rights, way, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belongs or in anywise appertaining, all in accordance with plat of said subdivision by Borgen Engineering, dated January 22, 1982, which is filed of record in the Office of the Clerk of Court, St. Tammany Parish, Louisiana, as Map File NO. 736-A.

And in accordance with plat of resubdivision by Borgen Engineering which is filed of record in the Office of the Clerk of Court, St. Tammany Parish, Louisiana, as Map File 805-A.

And in accordance with survey No. 1476 by Ivan Borgen, C..., dated November 20, 1984.

Being part of the same property acquired by Money Hill Plantation Limited Partnership from Resolution Trust Corporation as Conservator for South Savings and Loan Association, F.A., by act dated February 22, 1991, recorded COB 1452, folio 326 of official records of St. Tammany Parish, Louisiana.

### ARTICLE III

#### DOMICILE

The domicile of this corporation shall be 5001 Highway 190, Suite 3-C, Covington, St. Tammany Parish, Louisiana 70433, and its registered office shall be the same.

### ARTICLE IV

#### POWERS

The Association's powers shall include and be governed by the following provisions:

- A. The Association shall have all statutory powers of a Louisiana nonprofit corporation, except those which conflict with the provisions of these Articles.
- B. The Association shall have all the powers and duties set forth in the Louisiana Condominium Act, except to the extent that they are limited by these Articles, the By-Laws of the Association, and the Condominium Declaration creating and establishing St. James Place Condominiums No. II hereinafter referred to as the "Condominium Declaration," and as it may be amended from time to time. Said powers shall include but are not limited to the following:
  - (1) To make and collect assessments against members in order to defray the Condominium's costs, expenses and losses;
  - (2) To use the proceeds of assessments in the exercise of its powers and duties;
  - (3) To repair, replace, maintain and operate the Condominium Property;
  - (4) To purchase insurance on the Condominium Property and insurance for the protection of the Association and its members;
  - (5) To reconstruct improvements after casualty and to further improve the property;

6. In any meeting of the members each Owner of a Unit shall be entitled to cast one vote for each Unit which he owns and the value of said vote for each Unit shall be equal to said Unit Owner's percent of ownership interest in the Common Elements as set out in Paragraph 3 of Article III of the Declaration. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by the President or Vice President and attested by the Secretary of such corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked at any time by any Owner thereof. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

7. Approval or disapproval of a Unit Owner upon any matter, provided for by law, or by the provisions of the Articles of Incorporation, the Condominium Declaration or these By-Laws, or otherwise, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing directors.

9. The order of business at annual members meetings, and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting;



## ARTICLE V

### MEMBERS

This corporation is to be organized on a non-stock basis. There shall be but one class of membership. The members of the Association shall consist of all the record owners of Units in the Condominium. Membership in the Association shall be established by recording in the public records of St. Tammany Parish, State of Louisiana, a deed or other instrument establishing a record of title to a Condominium Unit and the delivering to the Association of a certified copy of such recorded instrument, the owner designated by such instrument thereby *ipso facto* becoming a member of the Association. The share of a member in the funds and assets of the Association cannot be assigned, mortgaged, hypothecated, or transferred in any manner except as an appurtenance to his Unit. Each member of the Association shall be entitled to one vote for each Unit owned by him; where there is more than one owners of a Unit, the allocation of votes to such owners and the manner of exercising voting rights, shall be according to the By-Laws of the Association.

## ARTICLE VI

### DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of such number of directors as shall be determined by the By-Laws, but having not less than three (3) directors. In the absence of such a determination, the Board shall consist of three (3) directors. Directors shall be elected at the annual members' meeting in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled as provided by the By-Laws.

The Directors named herein shall serve until the first election of Directors. The names and addresses of the members of the first Board of Directors are as follows:

- 1) DAVID L. GOODYEAR  
100 Country Club Drive  
Abita Springs, Louisiana 70420
- 2) FRANK P. CSAKI  
100 Country Club Drive  
Abita Springs, Louisiana 70420

3) PHILIP H. GAGNON  
5001 Highway 190, Suite C-3  
Covington, Louisiana 70433

The above named Directors shall hold office until their successors are elected and have qualified or until removed from office.

## ARTICLE VII

### OFFICERS

The Association's affairs shall be administered by officers elected at the first meeting of the Board of Directors following the annual members' meeting. Such officers shall serve at the pleasure of the Board of Directors. The initial officers' names and addresses are:

PRESIDENT:

DAVID L. GOODYEAR  
100 Country Club Drive  
Abita Springs, Louisiana 70420

VICE PRESIDENT:

PHILIP H. GAGNON  
5001 Highway 190, Suite C-3  
Covington, Louisiana 70433

SECRETARY/TREASURER:

FRANK P. CSAKI  
100 Country Club Drive  
Abita Springs, Louisiana 70420

The above named officers shall hold office and serve until their successors are designated by the Board of Directors and have qualified or until removed from office.

## ARTICLE VIII

### INDEMNIFICATION

Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred,

unless, the officer or director is adjudged guilty of willful malfeasance or malfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall

apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such director or officer may be entitled, but shall be in addition to other rights.

## **ARTICLE IX**

### **BY-LAWS**

The Board of Directors shall adopt the first By-Laws of the Association. The said By-Laws may be amended, changed or repealed in the manner provided by said By-Laws.

## **ARTICLE X**

### **AMENDMENTS TO ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Directors or the members of the Association may propose a resolution approving a proposed amendment.

An amendment altering the Articles may be adopted by two-thirds of the voting members present at any annual or special meeting of members the notice of which set forth the proposed amendment or a summary of the changes to be made thereby. Fifty-one percent (51%) of the members shall constitute a quorum and a quorum must be present at the meeting at which the amendment to the Articles is to be considered. The notice of such meeting must be transmitted to the members not less than thirty (30) days prior to the meeting. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members, without the unanimous approval in writing by all the members. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of St. Tammany Parish, Louisiana.

## **ARTICLE XI**

### **TERM OF ASSOCIATION**

The Association shall continue to exist until such time as the condominium regime is terminated and the Condominium Property is withdrawn from the condominium regime, unless



**INITIAL REPORT OF DOMESTIC CORPORATION**

R. S. 1950, 12:101

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

TO: SECRETARY OF STATE  
STATE OF LOUISIANA  
P. O. BOX 44125  
BATON ROUGE, LA 70804

Complying with R. S. 1950, 12:101, the corporation named hereunder hereby makes this Initial Report as follows:

ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.

Municipal Address or Location of registered office:

1001 Highway 190, East Service Rd. Ste.103  
Covington, Louisiana 70433

Name and Municipal Address or Location of the registered agent:

Howard R. Fussell  
1001 Highway 190, East Service Rd., Ste.103  
Covington, Louisiana 70433

Names and Addresses of First Directors:

DAVID L. GOODYEAR  
100 Country Club Drive  
Abita Springs, Louisiana 70420

FRANK P. CSAKI  
100 Country Club Drive  
Abita Springs, Louisiana 70420

PHILLIP H. GAGNON  
5001 Highway 190, Suite C-3  
Covington, Louisiana 70433

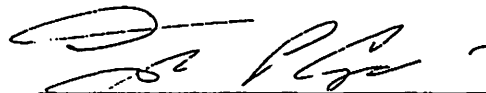
Dated at Covington, Louisiana, this 13<sup>th</sup> day of November, 2003 .

ST. JAMES PLACE  
HOMEOWNERS ASSOCIATION NO. II, INC.

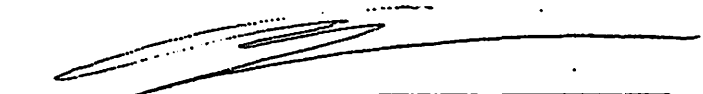
By:

  
\_\_\_\_\_  
DAVID L. GOODYEAR

By:

  
\_\_\_\_\_  
FRANK P. CSAKI

By:

  
\_\_\_\_\_  
PHILLIP H. GAGNON

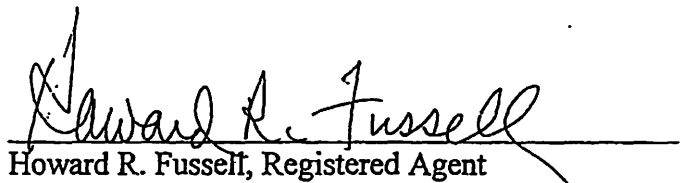
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED REGISTERED AGENT  
ACT 769 OF 1987**

TO: State Corporation Department  
State of Louisiana

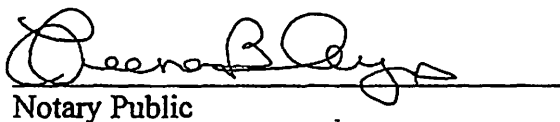
STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 13<sup>th</sup> day of November 2003 , before me, Notary Public in and for the state and parish aforesaid, personally came and appeared: Howard R. Fussell who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC., which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.

  
Howard R. Fussell, Registered Agent

Sworn to and subscribed before me, this 13<sup>th</sup> day of November, 2003.

  
Notary Public

**EXHIBIT "C"**  
**BY-LAWS**  
**OF**  
**ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I	OFFICE	2
II	MEMBERSHIP MEETINGS	3
III	DIRECTORS	5
IV	OFFICERS	8
V	ASSESSMENTS AND FISCAL MANAGEMENT	9
VI	RULES AND REGULATIONS	14
VII	ARBITRATION	15
VIII	NOTICES	16
IX	PARLIAMENTARY RULES	16
X	AMENDMENTS	17



**BY-LAWS**  
**OF**  
**ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

-----

ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC. (hereinafter referred to as the "Association"), a nonprofit Louisiana corporation formed under the laws of the State of Louisiana, being the governing body of certain immovable property submitted to the provisions of the Louisiana Condominium Act, La. R.S. 9:11211142, as amended and as the same may from time to time be amended (hereinafter referred to as the "Condominium Act"), in accordance with a Condominium Declaration by Money Hill Plantation, L.L.C., dated the 13<sup>th</sup> day of November, 2003, creating and establishing St. James Place Condominiums does hereby adopt the following By-Laws which shall govern the administration of said Association and of the Condominium Property.

All present and future owners, tenants or occupants of Units in the Condominium and their respective employees, or any other person who might use the facilities of this Condominium in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition, rental or occupancy of any of the Units of the Condominium will signify and constitute a ratification and acceptance of these By-Laws by any such owner, occupant, tenant, employee or other person.

**ARTICLE I**

**OFFICE**

1. The principal office of the Association shall be located at 5001 Highway 190, Suite C-3, Covington, St. Tammany Parish, Louisiana 70433.
2. The Association may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine.

7. V

## ARTICLE II

### MEMBERSHIP MEETINGS

1. All meetings of the members of the Association shall be held at the principal office of the Association or such other place, within or without the State of Louisiana, as may be designated by the Board of Directors.

2. Subject to the provisions of this Article, an annual meeting of the members shall be held prior to April in each year (beginning in 2004 ), or for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting of the members; provided that, upon election by the Developer to terminate its control of the Condominium, the first annual meeting of the members may be called for at a time and place set by the Board of Directors.

3. Special meetings of the members, for any purpose or purposes, may be called by the President or Board of Directors and shall be called by such officers upon receipt of a written request from any member or members holding in the aggregate fifty-one percent (51%) of the total voting power.

4. Notice of all member meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting.

5. The presence, in person or by written proxy, of the holders of fifty-one percent (51%) of the total voting power shall constitute a quorum. When a quorum is present at any meeting, the holders of fifty-one (51%) percent of the voting rights present or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the statutes, the Articles of Incorporation, the Condominium Declaration or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

6. In any meeting of the members each Owner of a Unit shall be entitled to cast one vote for each Unit which he owns and the value of said vote for each Unit shall be equal to said Unit Owner's percent of ownership interest in the Common Elements as set out in Paragraph 3 of Article III of the Declaration. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by the President or Vice President and attested by the Secretary of such corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked at any time by any Owner thereof. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

7. Approval or disapproval of a Unit Owner upon any matter, provided for by law, or by the provisions of the Articles of Incorporation, the Condominium Declaration or these By-Laws, or otherwise, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing directors.

9. The order of business at annual members meetings, and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting;

- (2) Calling of the roll and certifying proxies;
- (3) Proof of notice of meeting or waiver of notice;
- (4) Reading and disposal of any unapproved minutes;
- (5) Reports of officers;
- (6) Reports of Committees;
- (7) Election of directors (as necessary);
- (8) Unfinished business;
- (9) New business; and
- (10) Adjournment.

10. Whenever, by any provision by law, the Condominium Declaration, the Articles of Incorporation, or these By-Laws, the affirmative vote of all of the members is required to authorize or constitute action by the Association on behalf of the Condominium, the consent in writing to such action, signed by all of the members having voting power in the particular question, shall be sufficient for the purpose, without necessity for a meeting of the members. The consent, together with a certificate by the Secretary of the Association to the effect that the subscribers to the consent constitute all of the members entitled to vote on the particular question, shall be filed with the records of the proceedings of the members.

### **ARTICLE III**

#### **DIRECTORS**

1. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons, as determined from time to time by the members. Until otherwise determined there shall be three (3) directors. After the original Board of Directors, and the sale of not less than seventy-five (75%) percent of the units, each member thereafter of the Board of Directors shall be the Owner of a Unit, or in the event of corporate ownership, an officer or designated agent thereof.

2. Election of Directors.

(a) After retirement of the original directors, election of directors shall be conducted at the annual members' meeting. A nominating committee shall be appointed by the Board of Directors at least 30 days prior to the annual members' meeting. Additional nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(b) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership voting either personally or by proxy at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the majority vote of the members of the Association present at the same meeting.

3. Directors' Meetings.

(a) The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary, providing a quorum is present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or Federal Express at least three (3) days prior to the day named for such meeting unless such notice is waived.

(c) Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of two-thirds (2/3) of the votes of the directors. Not less than

three (3) days' notice of the meeting shall be given personally or by mail, telephone or Federal Express, which notice shall state the time, place and purpose of the meeting.

(d) Any directors may waive notice of a meeting before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at directors' meetings shall consist of the directors entitled to cast fifty-one (51%) percent of the votes of the entire Board. The acts of the Board approved by fifty-one (51%) percent of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided by law or in the Condominium Declaration, Articles of Incorporation or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(f) The presiding officer of director's meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, then the directors present shall designate one of their number to preside.

(g) Any action which may be taken at a meeting of the board or any committee thereof, may be taken by a consent in writing signed by all of the directors or by all members of the committee, as the case may be, and filed with the records of proceedings of the board or committee.

(h) Directors' fees, if any, shall be determined by the members.

4. All of the powers and duties of the Association existing under law and in accordance with the Condominium Declaration and other documents establishing the Condominium shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject, however, to the provisions of the Condominium Declaration and to the approval by Unit Owners and members of the Association when such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may also be an employee of the Association.

The Board of Directors may designate one or more committees, each of which to consist of two or more directors, which to the extent provided by resolution of the Board, shall have and may exercise powers of the Board in the management of the business and affairs of the Association. Each such committee shall hold office during the term of the Board constituting it, unless otherwise ordered by the Board.

## **ARTICLE IV**

### **OFFICERS**

1. The executive officers of the Association shall be a President, a Vice President and a Secretary, and a Treasurer (whose offices may be combined into one Secretary/Treasurer) who need not be directors. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association and to preside over the member meetings.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Secretary shall keep the minute book wherein the resolutions of all proceedings of the directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President.

5. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all employees of the Association, including officers, shall be fixed by the Board of Directors.

## **ARTICLE V**

### **ASSESSMENTS AND FISCAL MANAGEMENT**

1. On or before December 1 of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total amount required for the cost of wages, material, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management and maintenance of the Condominium Property, together with reasonable amounts considered by the Board to be necessary for the reserves hereinafter established. On or before December 15 of each year, the Board shall give each Unit Owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the Unit, which assessments shall be fixed in accordance with the provisions of the Condominium Declaration. If the Budget or proposed assessments are amended, a copy of the amended budget or statements of assessment shall be furnished each Unit Owner concerned. The Association membership shall approve this Budget at the next annual meeting by a fifty-one (51%) percent majority of the Voting Rights present or represented by written proxy at such meeting.

2. The failure or delay of the Board of Directors to prepare or to transmit to Unit Owners an Annual Budget or statements of assessment shall not constitute a waiver or release in any manner of any Unit Owner's obligation to pay assessments against his Unit whenever the same shall be determined, and in the absence of an Annual Budget or statements of assessment, each Unit Owner shall continue to pay the existing monthly installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.



3. In the event that the Annual Budget and the assessments made pursuant thereto prove to be insufficient for any reason, including nonpayment of any assessment, the Annual Budget and assessments therefor may be amended at any time by the Board of Directors and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section I of this Article.

4. When the first Board of Directors takes office, it shall forthwith determine the Annual Budget for the period commencing thirty (30) days after such taking of office and ending on December 31 of the same calendar year. Assessments shall be levied during this period as provided in Section 1 of this Article and in the Condominium Declaration. All monthly installments shall be due and payable in advance on the first day of each month.

5. The Annual Budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current Expenses, which shall include all funds to be used and expenditures to be made within the year for which the funds are budgeted to pay current Common Expenses for the maintenance and management and operation of the Condominium Property, including reasonable amounts for contingencies related to such expenses.

(b) Reserve for Deferred Maintenance, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation or obsolescence.

(c) Reserves for Obsolescence and Replacements, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation or obsolescence.

(d) Reserve for Alterations and Improvements, which shall include funds for such alterations or improvements to the Common Elements which may have been authorized in accordance with the Condominium Declaration and for additional movable property needed in the

management and operation of the Condominium Property and which will become part of the Common Elements.

(e) Reserve for Bad Debts, which shall include funds to offset reasonably anticipated defaults in payments of assessments and other obligations due the Association.

(f) Reserve for Taxes, which shall include funds to pay any taxes, including income taxes, levied against the Association but not any taxes or assessments levied against individual Units or Unit Owners.

(g) Working Capital, which shall include funds necessary to provide sufficient cash to the Association to pay current obligations as they may become due.

The Board of Directors, in its absolute discretion, may establish, from time to time, such other accounts or budget classifications as it may deem appropriate for the proper administration of the Condominium Property.

6. Extraordinary or emergency expenditures not originally included in the Annual Budget shall be first charged against any appropriate reserves available for such contingencies, and to the extent such reserves are unavailable or inadequate, the Board of Directors may levy an additional assessment against Unit Owners. Such assessments shall be made only upon written notice to and approval by Unit Owners entitled to cast more than fifty (50%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Directors may levy against Units and Unit Owners shall be made, apportioned and collected in the manner set forth in those provisions of the Condominium Documents or law authorizing the same or in the action of the Board in making the assessment, and in lieu thereof, in the same manner as provided in Section 1 of this Article.

7. On or before the date of the annual members' meeting of each year, the Board of Directors shall provide all Unit Owners a copy of an audit or itemized accounting of the Common Expenses actually incurred and paid for the preceding year, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short

of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be Common Surplus and shall be apportioned among the Unit Owners as provided in the Condominium Declaration and shall be credited to each Unit Owner's next monthly installments against assessments for the current year, until exhausted. Any net shortage shall, at the option of the Board, either be accounted for in the Annual Budget for the current year or added to each Owner's assessment for the current year to be paid with the installments against assessments due in the six months immediately succeeding the rendering of the accounting.

8. The Treasurer shall keep full and correct books of account, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any Unit Owner, any representative of a Unit Owner duly authorized in writing or the mortgagee of any Unit at such reasonable time or times during normal business hours as may be requested by the Unit Owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each Unit which shall be kept current at all times and which shall show: (i) the name and address of the Unit Owner or Owners, and the mortgagee of the Unit, if available, (ii) the amount and due date of all assessments pertaining to the Unit, (iii) all amounts paid on account, and, (iv) any balance due. Upon written request of a Unit Owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of accounting setting forth the amount of any unpaid assessments or other charges due and owing by such Unit Owner.

9. All installments on assessments shall be payable to the order of St. James Place Homeowners Association No.II, Inc., and shall be paid at the principal office of the Association, or to such other person or entity and at such other places as the Board of Directors may from time to time designate.

Any installment on any assessment for Common Expenses not paid within ten (10) days after the date due, being the first day of each month, shall be delinquent as of the eleventh day after the date due, and interest of ten (10%) percent per month, and a late charge of ten (10%) percent per month of the unpaid installment(s) shall be assessed against the Unit Owner. After any such assessment becomes delinquent, an officer, director or agent of the Association shall serve upon the

Unit Owner liable for any such delinquent installment(s) a sworn detailed statement of the Association's claim for any or all delinquent installments or assessments, plus all interest, late charges, and for reasonable attorney fees. Such statement shall be executed by the officer, director or agent of the Association, and shall either be personally delivered or sent certified mail to the responsible Unit Owner. In the event that payment is not forthcoming, the officer, director or agent shall, no sooner than seven (7) days after service on the Unit Owner, take necessary measures to file in the records of the Clerk of Court for the Parish of St. Tammany a claim of lien on behalf of the Association against the Condominium Unit liable for such assessment. The claim of lien shall be signed and verified by affidavit of any director, officer or agent of the Association and shall include: (i) a description of the Condominium Parcel, by reference to the Condominium Declaration, the Unit designation and any other information necessary for proper identification, (ii) the name of the record Unit Owner, (iii) the amount of all delinquent installments or payments or assessments, (iv) the date on which the said installments or payments became delinquent, and (v) plus any claim for interest, late charges, costs and attorney fees.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any such suit must be filed before the expiration of one (1) year, after the date of recordation of the inscription of the lien with the Clerk of Court of St. Tammany Parish.

All reasonable attorney fees incurred in the collection of any assessments including the cost of liens and/or civil court suits shall be paid by the Unit Owner against which such legal action is necessary.

All liens for assessments against Units shall be subordinate in rank to any mortgage or lien on any Unit filed for record prior to the lien for such assessment.

Additionally, upon the vote of the Board of Directors, any unpaid assessment or charges imposed for services rendered to a Unit Owner, and after thirty (30) days' notice to the Unit Owner as provided above, may be interrupted until the violation has ceased.

10. Any Unit Owner who mortgages his Unit shall notify the Secretary of the name and address of his mortgagee and any such mortgagee shall have the right to notify the Secretary of the existence of a mortgage on a Unit. The Secretary shall maintain such information in a special book or file. The Treasurer will promptly report to a mortgagee of a Unit any unpaid assessments or other default by the Owner of such Unit. A copy of every notice of default and claim for delinquent installments or assessments or claim of lien sent by the Association to a Unit Owner shall also be sent to the mortgagee of the Unit whose name and address has theretofore been furnished the Association.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by resolution of the Board of Directors. All funds collected by the Association from Assessments may be commingled in a single fund but they shall be held for the Unit Owners in the respective shares in which they are paid and credited to accounts from which shall be paid the expenses for which the respective assessments were made.

12. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association or other persons or contractors, handling or responsible for the Association's funds. The amount of any such bonds shall be determined by the Board of Directors. The premiums on such bonds may be paid by the Association and be a part of the Common Expenses.

## ARTICLE VI

### RULES AND REGULATIONS

1. The Board of Directors may in its discretion, and shall at the direction of members holding two-thirds (2/3) of the total votes of the association, adopt or amend reasonable rules and regulations concerning the details of operation and use of the Condominium Property, including maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Units.

2. Written notice of the adoption or amendment of such rules and regulations and a copy thereof shall be furnished to each Unit Owner and Occupant prior to their effective date and a copy of the current rules and regulations applicable to the Condominium Property shall be maintained at all times in the records of the Association.

## ARTICLE VII ARBITRATION

1. Any question or issue in controversy (the "controversy") other than the due payment of any assessment required to be paid to the Association, arising between two or more Unit Owners or between one or more Unit Owners and the Association or its Board of Directors, or the Developer, or the employees and agents of either, concerning the administration of the Condominium Property shall be submitted to arbitration at the written request of any party to such controversy delivered to the other party thereto.

2. Upon the request of any party for submission of a controversy to arbitration, each party thereto shall select one arbitrator and notify the other party or parties in writing of such choice. The arbitrators respectively selected by the parties to the controversy shall meet as promptly as practicable after their appointment and, with all reasonable dispatch, shall determine the controversy. In the event that the arbitrators cannot agree upon the matter in dispute, and if there is an even number of arbitrators so that the decision of a majority of the arbitrators cannot be obtained, then the appointed arbitrators shall choose another arbitrator so that there shall be an uneven number of arbitrators, and the decision shall thereafter be based on the determination of a majority of such arbitrators.

If within a period of ten (10) days after the party seeking the arbitration has selected an arbitrator and notified the other party or parties of such choice, the other party or any other party shall fail to select an arbitrator or arbitrators, or, if within a period of thirty (30) days after the appointment of all arbitrators by the parties, the arbitrators do not agree upon the matter in dispute, or upon the selection of another arbitrator as hereinabove provided, the appointment of arbitrators and the determination of the controversy shall be made in accordance with the rules of the American

Arbitration.

3. The award of the arbitrators shall be in writing and a copy thereof shall be delivered to each party to the controversy and to the Secretary for filing in the records of the Association. The decision of the arbitrators shall be final, and the parties to the controversy shall be bound thereby. Judgment upon the award rendered by the arbitrator or arbitrators may be entered by any court having jurisdiction thereof. All expenses attendant to the arbitration, including the fee of the arbitrators, shall be borne by the parties to the controversy, as may be determined by the arbitrators whose decision, except with respect to their fees, shall also be final.

## **ARTICLE VIII**

### **NOTICES**

1. Any notice required by the Condominium Documents or by law to be given in writing by any Unit Owner to another Unit Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Unit Owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified mail, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, with respect to the Association, and to the last address of such Unit Owner, Association member or other person appearing in the records of the Association.

2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

## **ARTICLE IX**

### **PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Condominium Declaration, the Articles of Incorporation or these By-Laws or with the laws of the State of Louisiana.

**ARTICLE X**  
**AMENDMENTS**

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A quorum of not less than two-thirds (2/3) of the members, in person or by proxy, shall be present at any meeting when a proposed amendment is brought to a vote, and an affirmative vote of two-thirds (2/3) of the members present shall be required for approval. Until the first election of directors by the members at an annual meeting, amendments to the By-Laws may be approved by the unanimous vote of the directors.
3. An amendment may be proposed by either the Board of Directors or by the petition of three (3) members of the Association.
4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted, is recorded with the Clerk of Court of St. Tammany Parish, Louisiana in the same manner as recordation of the original Condominium Declaration to which the original By-Laws are annexed as an exhibit.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Condominium Declaration and the requirements of law.
6. No amendment shall discriminate against any Unit Owner (including the Developer) or against any Unit or class or group of Units unless the Unit Owners so affected shall consent.
7. No amendment to these By-Laws shall operate to change any Unit or the share in the Common Elements or other rights appurtenant to the Unit, or increase the Owner's share of the Common Expenses, or change the voting rights of members, unless the record Owner of the Unit concerned and all record mortgagees thereof shall join in the execution of the amendment.



The foregoing were adopted as the By-Laws of the St. James Place Homeowners Association No. II, Inc., a nonprofit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 13<sup>th</sup> day of November, 2003

A handwritten signature in black ink, appearing to read 'F. P. Csaki', written over a horizontal line.

FRANK P. CSAKI, Secretary/Treasurer

16  
Parking 3 copies //

**EXHIBIT "D"**  
**ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**  
**RULES AND REGULATIONS**

---

1. Dogs must be on a leash at all times when out of doors, and dog owners shall not allow their dogs to eliminate on any common areas of the association. In the event an owner's pet does eliminate on the common areas, it shall be the owner's responsibility to clean up after the pet immediately.
2. Trash should be put out in the morning of pickup whenever possible. If it must be put out earlier the owner should use as heavy a bag as possible to prevent a loose animal from getting into the trash.
3. Garbage should be deposited into areas provided and kept from public view.
4. No newspaper holders are to be attached to buildings, structures or mailboxes.
5. Automobiles not used on a regular basis (to be determined at the discretion of the Board of Directors) will not be allowed to remain on the premises.
6. All parking is to be on the designated parking spots only.
7. All patio and yard areas to the rear of each unit are considered Limited Common Areas for the exclusive use of the unit owner and defined by the wooden fences. These areas are the responsibility of the unit owner or occupant and must be kept in an orderly manner.
8. No garbage containers or bags are to be left outdoors overnight except in the designated areas.
9. Toys, other than bicycles are not to be left outdoors overnight. This is a potential hazard and a liability problem for the Association. Any such property is subject to removal by the Association at the owner's expense. This includes garden hoses.
10. Potted plants are allowed on the front porch and rear patio areas. The mowing service charges extra to remove objects from the common areas, or does not cut the grass in that area. Wooden containers are not allowed because they attract termites. Flower pots or containers that are empty or have dead foliage are not allowed outdoors.
11. Firewood cannot be stored within two (2) feet of the unit structure or fencing.
12. Window screens must be attached at all times.
13. Exterior modifications OF ANY KIND ARE NOT ALLOWED without prior written consent in from the Board of Directors. This includes any painting.
14. Boat trailers or campers are not allowed without written consent from the Board of Directors.
15. Each unit is allowed no more than two (2) vehicles.

resp.

**ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

**RULES AND REGULATIONS - CONTINUED**

- 
16. Each unit owner is entitled to quiet enjoyment of the premises. All loud noise either from the interior of the adjoining units or the exterior of unit, including barking dogs, will not be tolerated. Any undesirable odors or noise from any units will not be tolerated and will be in violation of these rules and regulations.
17. The Board of Directors will accept all requests or complaints from the unit owners in writing only. The mailing address is:

St. James Place Homeowners Association No. II, Inc.  
5001 Highway 190, Suite C-3  
Covington, Louisiana 70433

18. Board members will periodically inspect the grounds to verify unit compliance. When a violation is noted, a certified letter will inform the unit owner of the specific violation(s). If the problems are not rectified within 10 days the Treasurer will assess the unit owner a ten-dollar-per-day penalty until the unit is once again in compliance. Furthermore, the owner is responsible for ANY damages to the St. James Place Property caused from the violations.

The Board believes that strict adherence to the guidelines will ensure fairness to all present and future residents of St. James Place Condominiums. The Board is confident that the enforcement of these guidelines will make St. James Place Condominiums the location of choice in the Mandeville area, as well as increase property values for the owners.

The foregoing were adopted as the Rules and Regulations of the St. James Place Homeowners Association No. II, Inc., a nonprofit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 13<sup>th</sup> day of November, 2003.

  
FRANK P. CSAKI, Secretary/Treasurer

By signing this document, purchasers acknowledge that they have read, understand, and will abide by the above Rules and Regulations of St. James Place Homeowners Association No. II, Inc.

PURCHASER(S):

SELLER(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STRUCTURAL INSPECTION  
ST. JAMES CONDOMINIUMS  
UNITS 526,528,530,532,534,536,546,548  
CEDARWOOD DR.,  
MANDEVILLE, LA.

February 2004

FOR

**MONEY HILL Plantation LLC**

c/o MR. DAVID GOODYEAR  
100 COUNTRY CLUB DR.  
ABITA SPRINGS, LA. 70420  
(985) 871-7077

PREPARED BY:

SCALFANO ENGINEERING, INC.  
28661 KRENTEL RD.  
LACOMBE, LOUISIANA 70445  
(985) 882-6363

February 20, 2004

Money Hill Plantation LLC  
100 Country Club Dr.  
Abita Springs, LA. 70420

Attention: Mr. David Goodyear

Re: Structural Inspection  
St. James Apartments  
Units 526,528,530,532,534,536,546,548  
301 Cedarwood Dr.  
Mandeville, Louisiana 70471



Gentlemen:

On February 19, 2004, a visual inspection commissioned by Mr. Phil Gagnon was made to determine the general integrity of the buildings and to identify any structural failure in the of the buildings identified as St. James Condominiums #2 Units 526,528,530,532,534,536,546,548 on Cedarwood Drive.

The St. James Apartments Units 526,528,530,532,534,536,546,548 consist of three buildings. Units 534 and 536 are single story units in one building. Units 546 and 548 are single story units in one building. Units 526, 528,530 & 532 are in one building two stories high. The buildings appear to be approximately 20 years old with conventional wood framing on a concrete slab on grade with a painted wooden reverse board and batten siding. The buildings have a sloped roof with asphalt shingles.

Structural damage or defects in the site improvements or building structure would normally be indicated or caused by general settlement, differential settlement, failure of structural members or deterioration due to the elements. The following inspection was made to identify any problems and determine their probable cause.

#### SITE

The site was inspected for paving and drainage. These units, which are a part of a larger tract with apartments have asphalt drives and parking, concrete sidewalks and small backyards for each unit. The paving appears to be approximately 4" thick. The paving should perform well, having been laid over a well compacted gravel base, considering the relatively light loading from small to medium sized vehicles. The sidewalks are in good shape and show no significant signs of deterioration or settlement.

#### BUILDING EXTERIORS

The exteriors of all buildings were visually inspected for the signs of structural failure and deterioration. No major problems were found. In general, the exteriors were in fair shape with the only exception at points where water had splashed against the wood siding and caused rot. All deteriorated siding has been replaced on these units under renovation. New paint covered the entire buildings.

The exterior slabs were inspected for settlement and workmanship. No visual signs of settlement were detected. The grade generally sloped away from the slabs so no water stood next to the slab.

The roofs were adequately sloped with an estimated 10 years left on a 20 year asphalt shingle. The windows and the doors appeared to be in fair to good shape. Some trim boards were warped but could easily be renailed or replaced. New fences existed around the rear of the units. Hand rails and balusters on the small front porches were in fair shape.

#### BUILDING INTERIORS

The interiors of various units were inspected to determine the general condition and structural integrity. Some of the units were renovated, while some were in the process. A good inspection of the ones in process was conducted. The units were basically a living room, kitchen, bath and one or two bedrooms downstairs and with the two stories, two bedrooms upstairs with a bath. Construction was sheetrock over wooden framing with either a painted texture finish or wallpaper. No major structural damage from differential settlement was noted in the interior inspection.

The sheetrock was new or in good shape with minor touch up and painting necessary to restore to excellent shape. Cabinets and countertops in the kitchens and baths were being replaced.

A visual inspection in the attics showed adequate framing and bracing and the roof decking appeared to be in good shape.

A visual inspection of the plumbing, the electrical panel and the air conditioning unit, no apparent problems were noted. Photographs of these units on the day of the inspection are included in this report.

This investigation is based on a visual inspection of the buildings and site improvements. Identification of damage is dependent on signs of failure being evident. Therefore, this does not warrant that all existing or pending structural damage was identified or that there will not be additional problems in the future. However, in summary, based on the above evidence it is my opinion that the buildings and site improvements have no apparent major structural problems and that those maintenance related problems mentioned have been corrected.

Respectfully,

*David B. Scalfano*

David B. Scalfano  
La. Registered Engineer No. 19255

DBS/bgc

Enclosures



# EXHIBIT II

## ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.

### 2004 OPERATING BUDGET

Based on 8 units

	<u>2004 BUDGET</u>	<u>MONTHLY AMOUNT</u>	<u>PER UNIT PER MONTH</u>
INCOME			
MEMBERS DUES	\$ 11,600.00	\$ 966.67	\$ 96.67
OPERATING EXPENSES:			
PREPARATION OF TAX RETURNS	150.00	12.50	1.25
ELECTRICITY	76.32	6.36	0.64
INSURANCE	4,800.00	400.00	40.00
LAWN MAINTENANCE	1,389.47	115.79	11.58
MANAGEMENT FEES	1,152.00	96.00	9.60
TERMITE CONTRACT	151.73	12.64	1.26
WASTE REMOVAL	757.59	63.13	6.31
WATER	2,400.00	200.00	20.00
TOTAL OPERATING EXPENSES	\$ 10,877.11	\$ 906.43	\$ 90.64
RESERVES	\$ 722.89	\$ 60.24	\$ 0.73

### EXHIBIT III

#### BRIEF NARRATIVE DESCRIPTION OF SIGNIFICANT FEATURES OF ST. JAMES PLACE CONDOMINIUMS NO. II

-----

The following is a brief narrative description of the significant features of the Condominium Declaration Creating and Establishing St. James Place Condominiums No. II, the Articles of Incorporation of the Association, the By-Laws of the Association and the Rules and Regulations of the Association, copies of which can be found in this Public Offering Statement.

#### CONDOMINIUM DECLARATION

The Declaration submits the property described on Page 1 thereof to a condominium property regime in accordance with the laws of the State of Louisiana.

An individual who purchases a unit in the condominium not only purchases the unit, but also purchases its appurtenant percentage undivided ownership in the common elements and limited common elements of the condominium. The boundaries of the units are shown on the survey annexed as Exhibit "A" to the Condominium Declaration. The boundaries of a unit are the principal structural parts of the unit, including the exterior walls, the inside finished surface of the dividing wall and the concrete slab foundation under the unit, including that portion of the foundation extending to the centerline of the dividing wall or walls.

The remainder of the land and building, after excluding the individual units, comprise the common elements and the limited common elements of the condominium. These are owned, in indivision, by the unit owners, in the percentages established in Article III, Section 3 of the Condominium Declaration.

"Limited Common Elements" shall be those items which serve only one unit or which are annexed to the exterior of only one unit or which are annexed to the exterior of only one unit and are reserved for the exclusive use of that unit owner, and they shall include, without limitation, the following: the mailbox, doorbell, intercom, utility meter and water heater; the water, sewer, gas, electric, plumbing, telephone and other utility lines, fixtures and installations; the heating and air conditioning equipment to include without limitation, the unit, compressor, condenser, vents, lines and other appurtenant equipment; exterior doors, shutters, windows, screens, canopies and lighting fixtures; exterior doors, steps, alleys, parking spaces, patios (including interior surface of the fence that enclosed said patio); servitudes and yard areas designated as Limited Common Elements (L.C.E.) for each Unit or Units as shown on the survey annexed hereto as Exhibit "A"; skylights and Common Element for each such Unit.

✓

All unit owners may use the common elements in such manner as will not restrict, interfere with or impede their use by other unit owners. The Association may establish rules and regulations regarding the use of the common elements. Except as otherwise provided in the Condominium Declaration with respect to certain limited common elements, the maintenance, repair, replacement, management and operation of the common elements shall be the responsibility of the Association.

The unit owner, at his own expense, shall be responsible for maintenance, repair and replacements in his unit, including the maintenance, repair and replacement of the following which are located within his unit or which serve only his unit: mailbox, doorbell, intercom, utility meter, water heater, lighting fixtures, electrical outlets, patios, ceilings, the interior facing (plaster/sheetrock) of all walls, the interior surface and the hardware on all existing doors, window



glass and window hardware, water, sewer, gas, electric, plumbing, telephone and other utility lines, fixtures and installations, heating and air conditioning equipment including, without limitation the unit, compressor, condenser, vents lines and other appurtenant equipment.

A unit shall be used only for residential purposes as permitted under the regulations of the Comprehensive Zoning Ordinance for the City of Mandeville, as amended from time to time.

All leases or subleases shall include a provision that the tenant shall abide by all terms and restriction of the Condominium Declaration and Rules and Regulations. Units may not be used as a "Time Share", hotel or for other transient purposes. All resales are subject to the requirements of the Louisiana Condominium Act.

The Association is a nonprofit corporation whose name is St. James Place Homeowners Association No. II, Inc. The unit owners must be members of the Association, and membership in the Association is limited to the unit owners. The Board of Directors of the Association, except the initial Board of Directors, shall be elected by the unit owners.

The Association has the power to adopt By-Laws and Rules and Regulations.

The Articles of Incorporation of the Association, the initial By-Laws and the initial Rules and Regulations are contained elsewhere in this Public Offering Statement.

The powers and duties of the Association are set forth in the Condominium Declaration, the Articles of Incorporation and the By-Laws.

The Association is obligated to maintain property insurance on the common elements and the units, exclusive of improvements and betterments installed by unit owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty (80%) percent of the appraised replacement costs of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

The Association shall also maintain comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors of the Association covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements.

The Association may also maintain flood insurance as well as such other insurance as the Board of Directors may determine.

The property, comprehensive liability and flood insurance policies described above shall be paid by the Association and charged to the unit owners in the percentages set forth in Article III, Section 3 of the Condominium Declaration.

Each unit owner may obtain necessary insurance on his own behalf, at his own expense, affording additional coverage upon his condominium parcel, and upon his personal property and improvements and betterments installed by him and for his personal liability.

In the event of destruction or damage to any part of the Common Elements, reconstruction and repairs shall be made as follows:

a) If any part of the Common Elements other than the Units is destroyed or damaged it shall be reconstructed or repaired.

b) If less than two-thirds of the total number of Units are substantially damaged or destroyed by fire or other casualty, they shall be reconstructed or repaired unless Unit Owners unanimously agree to terminate the Condominium Regime. In the event more than two-thirds (2/3) of the total number of Units are substantially damaged or destroyed by fire or other casualty and members entitled to cast at least seventy-five (75%) percent of the votes in the Association do not within sixty (60) days from the date of such casualty make request in writing to the Board of Directors of the Association to proceed with repair or reconstruction, then and in that event the Condominium Property shall be withdrawn from the Condominium Regime in accordance with Articles XIV and XV.

c) Any reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Units, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is one or more of the Units, by not less than 75% of all Unit Owners, which approval shall not be unreasonably withheld. Repairs and restoration of any Unit as provided herein shall include, but not be limited to, the structural components of the Unit, the interior walls, ceilings, and carpeting of the Units, air conditioning and heating equipment, electrical and water facilities and other utility services of the Units, but shall not include any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Units.

d) Immediately after the occurrence of a casualty causing damage to any of the Common Elements, or the Units, for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as existing before the casualty. The Board of Directors of the Association, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration in excess of available insurance proceeds shall constitute a Common Expense, and the Board of Directors shall make assessments against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to the Common Elements, in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction. Additional assessments may be made at any time during or following the completion of construction. Any assessments against Unit Owners for damage to their individual Units shall be in proportion to each Unit Owner's fractional or percentage share of interest in the Common Elements as hereinabove provided.

If damage or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owners, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the blanket or master policy is payable on account of damages the reconstruction and repair of which are the responsibility of the Individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds so allocated to the Unit Owner, or if there is a mortgage endorsement, then to the Unit Owner and mortgagee jointly, who may use the proceeds as they may be advised.

Each unit owner shall be liable for his percentage share of the common expense, which percentage is set forth in the Condominium Declaration, and any common surplus shall be owned by each unit owner in a like share.

Assessments for common expenses shall be made for the calendar year, and shall be payable during the year in twelve (12) equal consecutive monthly payments, in advance, on the first day of each month.

In the event that a unit owner fails to pay an assessment, the same shall be secured by a lien and privilege in favor of the Association, against his unit, in the amount of the assessment, late fees, interest, attorney fees and costs.

The Association shall have the right and the obligation to assess unit owners for all common expenses, which expenses shall include, but are not limited to, the actual or estimated cost of:

- (a) Ad valorem taxes and other taxes of all kinds which are levied against the condominium property and which are not levied against an individual unit or unit owner. Under the law, each individual unit should be separately assessed for purposes of ad valorem taxes, and the individual unit owner shall be responsible for said taxes.
- (b) maintenance, management, administration, operation, repair and replacement of the common elements and those parts of the units or limited common elements as to which it is the responsibility of the Association to maintain, repair and replace.
- (c) Utilities incurred in the operation of the common elements not otherwise paid by an individual unit owner or owners.
- (d) Management and administration of the Association, including, but not limited to, any compensation paid by the Association to managing agent, accountants, attorneys and other employees.
- (e) Liability and property casualty insurance and other insurance carried by the Association with respect to designated parts of the condominium property.
- (f) Any service, garbage, utility, sewerage or water charges to the units not individually billed or metered to each unit.
- (g) Any other item which, in accordance with the law or the Condominium Declaration, is a common expense.

The Condominium Declaration may be amended with the approval in writing of sixty seven (67%) percent of the total voting power of the members of the Association, provided that any amendment which changes a unit owner's percentage of ownership of the common elements, his percentage responsibility for payment of common expenses, his voting rights in the Association or the manner of voluntarily terminating the condominium, unless otherwise mandated by law, must be approved in writing by one hundred (100%) percent of the unit owners, and by the holder of a first mortgage on any of the units.

If the condominium is terminated, the unit owners shall completely own the condominium property in indivision. Each unit owner shall own, following termination, an undivided interest equal to his former percentage ownership in the common elements.

No additional units or land will be added to the condominium without the approval and consent of one hundred (100%) percent of the unit owners.

The total voting power of the Association shall be by percentage of ownership.

#### **ARTICLES OF INCORPORATION OF ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

The Association is a nonprofit corporation formed in accordance with the laws of the State of Louisiana.

It is domiciled in Mandeville, Louisiana.

The Association shall have all the powers authorized by law and the Louisiana Condominium Act, and the Condominium Declaration. Said powers shall include, but are not limited to, the making and collecting of assessments against members, the repairing, replacing, maintaining and operating of certain portions of the condominium property, the purchasing of insurance on the condominium property, the reconstruction of improvements after casualty damage, the making of reasonable rules and regulations as to the use of the condominium property, the contracting for the management of the condominium and the employing of personnel required for the proper operation of the condominium. The Association shall have no power to purchase a unit in the condominium.

The Association is organized on a membership basis. The members of the Association shall be limited to and shall consist of the record owners of the units in the condominium. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) members who are named in the Articles. Subsequent Boards of Directors shall consist of not less than three (3) members, who shall be elected by the members.

The officers of the Association are elected by the Board of Directors.

The Board of Directors has adopted the first By-Laws of the Association, a copy of which is included in this Public Offering Statement.

Any amendment to the Articles of Incorporation must be approved by not less than sixty-six and two-thirds (66 2/3%) percent of the members, total voting power of the Association.

The members or unit owners shall be subject to assessment by the Association in accordance with the Condominium Declaration.

#### **BY-LAWS OF ST. JAMES PLACE HOMEOWNERS ASSOCIATION NO. II, INC.**

The administration and operation of the Association is governed in part by the By-Laws, is contained elsewhere in this Public Offering Statement.

The By-Laws provide for membership qualifications, and the annual special meetings of the members.

The By-Laws also provide for the number and the manner of electing directors of the Association, regular and special meetings of the directors, and the powers and duties of the Board of Directors. Except as otherwise provided in the Condominium Declaration, all of the powers and duties of the Association shall be exercised by the Board of Directors.

In accordance with the By-Laws, there shall be five (5) officers of the Association: A President, a Vice President, a Secretary, a Treasurer, and an Assistant Secretary. Any person may hold two offices. The duties of the officers are set forth in the By-Laws.

The By-Laws also provide for assessments, the preparation of the budget for the Association and for arbitration to settle disputes among the unit owners arising out of the administration of the condominiums.

The By-Laws may be amended by approval of fifty-one (51%) percent of the members present at a meeting at which a quorum of not less than a majority of members are present in person or by proxy.

### **CONDOMINIUM RULES AND REGULATIONS**

The initial Rules and Regulations of the condominium have been adopted by the Board of Directors of the Association, and are contained elsewhere in this Public Offering Statement. The Board of Directors of the Association has the power to make and amend regulations and at the request of not less than two-thirds (2/3) of the total voting power of the Association shall amend the rules and regulations.

The Rules and Regulations provide for the permitted uses of the units and the common areas. The initial Rules and Regulations are too brief to be summarized, and accordingly, they should be read by each prospective purchaser of a unit.