

STATE OF LOUISIANA

PARISH OF ORLEANS

DECLARATION
CREATING AND ESTABLISHING
CONDOMINIUM PROPERTY REGIME

CARRIAGE HOMES BUILDERS, INC., a Louisiana Corporation, whose Articles of Incorporation are recorded in the Office of the Recorder of Mortgages for the Parish of Orleans at MOB 2331, folio 537 appearing herein through David L. Waltemath, its President, duly authorized by Resolution of its Board of Directors dated the 20th day of September, 1982, certified copy of which is attached hereto, (hereinafter referred to as "Declarant"), expressly declares the desire to submit the property and improvements herein-after described to a Condominium Property Regime established by the Condominium Act of the State of Louisiana, LSA-R.S. 9:1121.101 et seq., the same to be known as Timbergrove Condominium.

STATEMENT OF DECLARATION

WHEREAS, Declarant is the owner of the fee simple title to the following described property:

A CERTAIN PIECE OF PORTION OF GROUND situated in the State of Louisiana, Parish of Orleans, Tall Timbers Extension, Timbergrove Condominiums, SQUARE 2, designated as LOT 4 and more fully described as follows:

Commence at the intersection of the easterly right of way line of Tullis Drive and the northerly right of way line of Timber Grove Drive; measure thence along said northerly line S 46°27'23"E a distance of 143' to a point on the easterly right of way line of Cypress Grove Court; thence along said easterly line N 43°32'27"E a distance of 76.06' to a point on the southerly right of way line of Cypress Grove Court; thence along said southerly right of way line in a northeasterly direction along the arc of a curve to the right having a radius of 31' a distance of 40.27'; thence along said southerly line S 62°01'41"E a distance of 135.58' to a point, the point of beginning. Measure thence from the point of beginning along said southerly line N 62°01'41"W a distance of 73.50'; thence N 27°58'19"E a distance of 115' to a point on the southerly right of way line of Cypress Grove Court, the point of beginning.

A CERTAIN PIECE OR PORTION OF GROUND situated in the State of Louisiana, Parish of Orleans, Tall Timbers Extension, Timbergrove Condominiums, SQUARE 2, designated as LOT 5 and more fully described as follows:

Commence at the intersection of the easterly right of way line of Tullis Drive and the northerly right of way line of Timber Grove Drive; measure thence along said northerly line S 46°27'33"E a distance of 143' to a point on the easterly right of way line of Cypress Grove

STATE OF LOUISIANA

PARISH OF ORLEANS

DECLARATION
CREATING AND ESTABLISHING
CONDOMINIUM PROPERTY REGIME

CARRIAGE HOMES BUILDERS, INC., a Louisiana Corporation, whose Articles of Incorporation are recorded in the Office of the Recorder of Mortgages for the Parish of Orleans at MOB 2331, folio 537 appearing herein through David L. Waltemath, its President, duly authorized by Resolution of its Board of Directors dated the 20th day of September, 1982, certified copy of which is attached hereto, (hereinafter referred to as "Declarant"), expressly declares the desire to submit the property and improvements herein-after described to a Condominium Property Regime established by the Condominium Act of the State of Louisiana, LSA-R.S. 9:1121.101 et seq., the same to be known as Timbergrove Condominium.

STATEMENT OF DECLARATION

WHEREAS, Declarant is the owner of the fee simple title to the following described property:

A CERTAIN PIECE OF PORTION OF GROUND situated in the State of Louisiana, Parish of Orleans, Tall Timbers Extension, Timbergrove Condominiums, SQUARE 2, designated as LOT 4 and more fully described as follows:

Commence at the intersection of the easterly right of way line of Tullis Drive and the northerly right of way line of Timber Grove Drive; measure thence along said northerly line S 46°27'23"E a distance of 143' to a point on the easterly right of way line of Cypress Grove Court; thence along said easterly line N 43°32'27"E a distance of 76.06' to a point on the southerly right of way line of Cypress Grove Court; thence along said southerly right of way line in a northeasterly direction along the arc of a curve to the right having a radius of 31' a distance of 40.27'; thence along said southerly line S 62°01'41"E a distance of 135.58' to a point, the point of beginning. Measure thence from the point of beginning along said southerly line N 62°01'41"W a distance of 73.50'; thence N 27°58'19"E a distance of 115' to a point on the southerly right of way line of Cypress Grove Court, the point of beginning.

A CERTAIN PIECE OR PORTION OF GROUND situated in the State of Louisiana, Parish of Orleans, Tall Timbers Extension, Timbergrove Condominiums, SQUARE 2, designated as LOT 5 and more fully described as follows:

Commence at the intersection of the easterly right of way line of Tullis Drive and the northerly right of way line of Timber Grove Drive; measure thence along said northerly line S 46°27'33"E a distance of 143' to a point on the easterly right of way line of Cypress Grove

Court; thence along said easterly line N 43°32'27"E a distance of 76.06' to a point on the southerly right of way line of Cypress Grove Court; thence along said southerly line in a northeasterly direction along the arc of a curve to the right having a radius of 31' a distance of 40.27'; thence along said southerly line S62°01'41"E a distance of 59.05' to a point, the point of beginning. Measure thence from the point of beginning along said southerly line S 62°01'41"E a distance of 76.50'; thence S 27°58'19"W a distance of 115'; thence N 62°01'41"W a distance of 97.50'; thence N 38°19'14"E a distance of 116.90' to a point on the southerly right of way line of Cypress Grove Court, the point of beginning.

WHEREAS, by this document (hereafter referred to as ("Condominium Declaration" or "Declaration") it is intended to divide the property into separate parcels of immovable property which shall be made subject to the Louisiana Condominium Property Regime; and

WHEREAS, by the condominium method of ownership a separate title to each dwelling structure (the "Unit") is provided for, which title also includes an undivided interest in all of the Common Elements; and

WHEREAS, Declarant may, but shall not be required to, add hereafter additional property to the condominium regime, and in connection therewith, 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,

NOW, THEREFORE, Declarant hereby declares on behalf of itself, its successors, grantees and assignees, as well as on behalf of any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in the Condominium Property that, from and after the date of recordation of this Declaration in the Office of the Register of Conveyances for the Parish and State in which the above described real property is located, said property shall be and continue to be subject to the terms hereof until this Declaration is terminated or abandoned in accordance with provisions herein elsewhere contained, and the Condominium created hereby shall be known as the "Timbergrove Condominium".

I.

DEFINITIONS

1. Unit. That part of the Condominium Property subject to individual ownership, and including one or more rooms and occupying one or more floors, as said units are shown on Exhibit "A" annexed hereto provided, however, that no pipes, drains, wires, conduits, ducts, flues, or shafts contained within a Unit, or public utility lines situated within a unit and forming a part of any system serving one or more other Units, or the Common Elements shall be deemed to be part of said Unit.

*If pipe problems
will send a elect with
unit. who is responsible*

2. Person. An individual, corporation, partnership, unincorporated association, trust or other legal entity capable of holding title to immovable property.

3. Unit Owner. The person or persons who own a Unit in the Condominium.

4. Condominium. The property regime under which portions of immovable property are subject to individual ownership and the remainder is owned in indivision by such unit owners.

4a. Declarant. Carriage Homes Builders, Inc.

5. Condominium Parcel. An individual Unit together with its undivided percentage ownership interest in the Common Elements of the Condominium.

6. Association of Unit Owners or Association. A Louisiana nonprofit corporation or unincorporated association owned by and composed of all Unit Owners shall jointly be responsible for the administration and operation of the Condominium Property pursuant to By-Laws adopted by the Board of Directors of the Association.

7. Common Elements. All that part of the Condominium Property (movable or immovable property) which is not within or a part of an individual Unit as such Units are shown on the attached Exhibit "A" or described herein, or which exists within Units by virtue of a servitude created herein. Each Unit's undivided percentage ownership interest in the Common Elements of the Condominium shall be as set forth in Schedule 1, attached hereto.

8. Limited Common Elements. The part or portion of the Common Elements reserved for the exclusive use of a certain unit or certain units.

9. Common Expenses. The expenses for which the Unit Owners will be assessed, which expenses shall include, but are not limited to:

(a) Expenses of administration, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace, including but not limited to, utilities incurred in operation of the Common Elements not otherwise paid by any individual Unit Owner or Owners, and liability and casualty insurance carried by the Association with respect to designated parts of the Condominium Property;

(b) Expenses declared to be common either by the provisions of the Louisiana Condominium Act, or this Declaration or by the By-Laws of the Association.

(c) Expenses which may from time to time be agreed upon by the unit owners.

10. Unit Designation. The number, letter or combination thereof, or other official designation identifying a particular unit.

*Con'tle after clause 11
/ funder.*

11. Common Surplus. The excess of all receipts including but not limited to Common Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses. Each Unit's percentage interest in the Common Surplus shall be the same as such Unit's percentage obligation for the payment of the Common Expenses.

12. Condominium Property. All interest in land, improvements thereon, and all servitudes and rights attaching to the Condominium.

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

- Exhibit A - Plat of Survey of land and Plans of the proposed or existing improvements
- Exhibit B - Articles of Incorporation of the Association
- Exhibit C - By-Laws of the Association
- Exhibit D - Rules and Regulations of Association
- Exhibit E - Additional property which may hereafter be included in the condominium regime
- Schedule 1 - An individual unit's percentage obligations for Common Expense Assessments; and its percentage of undivided ownership in the common elements.

II.

COMMON ELEMENTS

The Common Elements shall be used in accordance with and subject to the following provisions:

1. Covenant Against Partition. The Common Elements shall remain undivided and no person, irrespective of the nature of his interest in the Common Elements, shall bring any action or proceeding for partition or division of the Common Elements or any part thereof until the termination of the Condominium Regime established by the Declaration in accordance with provisions herein elsewhere contained or until the Condominium Property is no longer tenantable, whichever first occurs.

2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof 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. The initial Rules and Regulations of Association are attached hereto as Exhibit "D". Without in any manner intending to limit the

generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants.

3. Maintenance. Maintenance, repair, replacement, management, and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to persons or firms of its choice such duties as may be imposed upon the Association by the Board of Directors of the Association.

4. Expense of Maintenance. Expenses incurred or to be incurred for the maintenance, repair, replacement, management and operation of the Common Elements shall be collected from Units Owners as assessed, in accordance with provisions contained in Article X hereof.

5. 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. Limited Common Elements as set out on the annexed Exhibit A, may only be used by the Unit Owner for whose use same is intended as set out on said exhibit.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the rights and property of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the affirmative vote of a majority of Unit Owners. The costs of such alterations and improvements shall be assessed as Common Elements, unless the same are exclusively or substantially exclusively for the benefit of less than all of the Units, in which case the benefited Unit Owner(s) shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Association. Notwithstanding anything above to the contrary, the Association shall have the authority to effect improvements to the Condominium Property having a cost greater than ten (10%) percent of the then appraised value of the Condominium Property only in the event ninety (90%) percent of the Unit Owners approve the improvements.

7. Undivided Shares of Unit Owners in Common Elements. Except as may result from the addition of other immovable property to the Condominium pursuant to Article XVI hereof, the share of the Unit Owners in the Common Elements as set forth in Schedule No. 1, annexed hereto, may be altered only by amendment executed in form for recording by one hundred (100%) percent of all Unit Owners. No such alteration shall affect a prior recorded mortgage unless written consent of the holder of such mortgage is obtained and recorded.

8. Common Elements Appurtenant. The undivided share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from ownership of the Unit, and shall not be the object of an action for partition or division of the common ownership established by this Condominium Declaration.

III.

MAINTENANCE AND REPAIR OF UNITS AND COMMON ELEMENTS

1. The Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of the Common Elements, and except where indicated to the contrary on Exhibit A, for the maintenance, repair and replacement of the Limited Common Elements.

2. Individual Unit Owners. The individual Unit Owners, at their expense, shall be responsible for the maintenance of their respective units, including the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges contained within and servicing only said Unit Owner's Unit.

3. Right of Entry. The Association may enter any Unit as reasonably required to effect emergency or other necessary repairs which the Unit Owner has failed to perform.

4. A Unit Owner.

(a) May make any improvements or alterations to his unit that does not impair the structural integrity of mechanical systems or lessen the support of any portion of the Condominium.

(b) May not change the appearance of the Common Elements or the exterior appearance of a Unit or any portion of the Condominium, without permission of the Association.

IV.

UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Immovable Property. Each Unit, (as shown on Exhibit "A") and together with all appurtenances thereto, and particularly its appurtenant undivided percentage ownership interest in the Common Elements, shall, for all purposes, constitute a separate parcel of immovable property which may be owned in complete ownership in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property, subject only to the provisions of this Condominium Declaration.

(d) Each Unit Owner shall be entitled to one parking space, from among spaces assigned by the Association.

2. The Condominium Units. The general description and number of each Condominium Unit in the Condominium, including its perimeter, approximate dimensions, floor area, sufficient to identify it with reasonable accuracy and certainty, is set forth on the Condominium Building Plans and Survey. The lower boundary of any Condominium Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper exposed surface of the unfinished concrete subfloor (first floor) extended to intersect the lateral or perimetrical boundaries thereof, to include the finished flooring material. The upper boundary of any Condominium Unit in the Condominium is a plane (or planes) the elevation of which coincides with the unexposed exterior surface of the second story ceiling drywall material, to include all of the ceiling drywall material, and to exclude all component parts of the roof and any part of the structure situated above the second story ceiling drywall. The lateral or perimetrical boundary of any Condominium Unit in the Condominium (both first and second stories) are vertical planes which coincide with the unexposed surfaces of the perimeter drywall material, to include the perimeter drywall, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Condominium Unit. All Condominium Units shall specifically include all that space existing between the lateral boundaries; the exposed surface of the first floor concrete subfloor and the unexposed surface of the second floor ceiling drywall.

Equipment and appurtenances located within any Unit and designed to serve only that Unit, such as furnaces, air conditioning equipment, mechanical equipment, appliances, range hoods, non-bearing partition walls, flooring material, outlets, fixtures, cabinets and the like, shall be considered a part of the Condominium Unit and not a part of the Common Elements.

No Condominium Unit shall include any portion of the area designated as "attic" on Exhibit A, annexed hereto.

3. Appurtenances. Each Unit shall include and the same shall be transferred with each Unit as an inseparable appurtenance thereto, whether or not separately described or conveyed all of the right, title, interest and obligation of a Unit Owner in the Condominium Property, including, but not limited to:

(a) Such Unit's undivided percentage share of the ownership of the Common Elements;

(b) Servitudes for the benefit of the Unit; including the right of all Unit Owners to the use and enjoyment of the Private Street (Cypress Grove Court) all as is set forth in an Act Creating Restrictive Covenants, Servitudes, Restrictions and Privileges, passed before Camille A. Cutrone, Notary Public, dated, registered C.O.B. 783-B, folio 468-473.

(c) Association membership and a proportionate amount of any Common Surplus or other assets held by the Association for the benefit of the Unit Owner;

(d) Each Unit Owner shall be entitled to one parking space, from among spaces assigned by the Association.

(e) The following servitudes which shall exist from one Unit Owner to the other Unit Owner and to the Association;

(i) Ingress and Egress. Servitudes through the Common Elements and Limited Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of this Declaration.

(ii) Maintenance, Repair and Replacement. Servitudes through the Units, the Common Elements and the Limited Common Elements for maintenance, repair and replacement of portions of the Units, the Common Elements, the Limited Common Elements, or any utilities running through, under or across same. Use of these servitudes for access to the individual units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(iii) Utilities. Servitudes through the Units, the Common Elements and the Limited Common Elements for all facilities for the furnishing of utility services, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.

(iv) No Unit Owner shall impair any servitude without first obtaining the written consent of the other Unit Owner(s) for whose benefit such servitude exists.

V.

USE RESTRICTIONS AND CONDITIONS

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

In case of business
1. Residential Use. The Units shall be used for residential purposes only. A Unit may be used for commercial purposes only with the express written consent of all individual Unit Owners.

2. Common Elements. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment of the Unit Owners and their invitees.

3. 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. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the premium rate of casualty or liability insurance upon those portions of the Condominium Property insured by the Association, except with the express approval of the Association.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property not any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5. Leasing. A Unit Owner may lease by written agreement a Unit, but not less than the entire Unit, owned by him, other than for transient or hotel purposes, subject to the provisions of this Declaration and the By-Laws of the Association, and such lease shall state that it is subject to the provisions of this Declaration and the By-Laws of the Association and that failure of tenant to abide by the Declaration and the By-Laws shall constitute a default under the lease.

6. Interpretation. In interpreting deeds, mortgages and Building Plans the existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or Building Plans regardless of settling or lateral movement and regardless of minor variance between boundaries shown on the Building Plans or in the deed and those of the Units.

7. 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 furnished to each Unit Owner prior to the time that the same become effective. The initial Rules and Regulations, which shall be deemed effective until amended by the Association are annexed hereto and made a part hereof as Exhibit "D".

8. Declarant's Use. Until the Declarant has sold all of the units, neither the Unit Owner nor the Association nor the use by the Association of the Condominium Property shall interfere with the sale of units remaining unsold. Declarant may make such use of the unsold units and Common Elements as may facilitate such sale, including but not limited to the showing of the Condominium Property, and the display of signs advertising the units for sale.

9. The property made the subject hereof is subject to an Act Creating Covenants, Servitudes, Restrictions and Privileges, passed before Camille A. Cutrone, Notary Public, on the 5th day of October, 1982, recorded COB 783-B, folio 468-473 Parish of Orleans, Louisiana.

VI.

RESTRAINTS ON CONVEYANCE OF CONDOMINIUM PARCELS

1. No Unit Owner shall be permitted to 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.

2. In the event of a resale of a Unit by a Unit Owner other than Declarant, 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, the Articles of Incorporation or documents creating the Association, the By-Laws, and a certificate containing:

(a) A statement setting forth the amount of any current Common Expense assessments;

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

(c) 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;

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

(e) A statement of any unsatisfied judgements against the Association and the status of any pending suits to which the Association is a party;

(f) A statement describing any insurance coverage provided by the Association;

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

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 this section is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. 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. Any lease of a Unit shall provide that the Association shall have the authority to act as the Unit Owner's or lessor's agent in enforcing any compliance with either the terms of the lease or the Rules and Regulations of the Association.

4. In the event of condemnation by a governmental body of any Unit or portion thereof, any mortgagee of such Unit shall have priority over the Unit Owner with respect to proceeds or award of settlement paid by such public body.

VII.

ADMINISTRATION

Administration of the Property shall be governed by the following provisions:

1. The Association shall be a non-profit corporation composed of all Unit Owners. The owner or owners of each Unit shall be entitled to vote as follows:

Units 17 - 24, both inclusive - 1 vote each

2. The administration and operation of the Condominium shall be governed by the By-Laws adopted by the Association. The initial By-Laws of the Association shall be in the form attached until such are amended in the manner therein provided. The initial Rules and Regulations of the Association shall be in the form attached until such are amended.

3. The duties and powers of the Association shall be those set forth in the Louisiana Condominium Act, this Declaration and in the By-Laws of the Association, together with those reasonably implied to effect the purposes of this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and the By-Laws, the terms and provisions of this Declaration shall prevail and the Unit Owners hereby covenant to vote in favor of such amendments in the By-Laws as will remove any such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the By-Laws.

4. All income received by the Association may 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 Association may in its discretion determine.

5. Control of the Association by Declarant shall be transferred to the Unit Owners within 120 days after Declarant has sold all of the Units, including those which may hereafter be added to the Condominium in accordance with Article XVI hereinbelow.

VIII.

INSURANCE

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

1. Authority to Purchase. Property and comprehensive general liability insurance policies shall be purchased by the Association for the benefit of Unit Owners and their mortgagees as their respective

interest may appear and shall provide for the issuance of certificate of mortgage insurance endorsements to the holders of mortgages on the Units or any of them, and shall provide that the insurer waives its rights of subrogation as to any claims against individual Unit Owners or members of a Unit Owner's household, the Association and their respective servants, agents and guests. Each Unit Owner shall be furnished with a copy of the policy and endorsements.

2. Unit Owners. Each Unit Owner may obtain insurance at his own expense, affording additional coverage upon his Condominium Parcel and upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred in subsection 1.

3. Coverage.

(a) The Unit improvements and other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured by the Association in an amount not less than eighty (80%) percent of the actual cash value of the insured property (exclusive of land, excavation, foundations and other items normally excluded from property policies) as determined annually through an appraisal by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsements;

(ii) Flood insurance;

(iii) Such other risks as from time to time customarily shall be covered with respect to properties similar in construction, location and use as the Property, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

Each of such policies shall contain a Louisiana Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagees as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth.

No act or omission of any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(b) Comprehensive general liability insurance including medical payments insurance, in an amount to be determined by the Board of Directors of the Association, but not less than \$500,000.00 combined single limits (bodily injury and property damage insurance) shall be carried insuring the Association and each Unit Owner with respect to the Common Elements, and each Unit Owner's undivided interest therein. All liability insurance shall contain cross-liability endorsements to cover liabilities of each Unit Owner to the other Unit Owner;

4. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the individual Unit Owners as a Special Common Expense.

5. All insurance which the Association is obligated by this Condominium Declaration to obtain shall be written in the name of the Association insuring each Unit Owner and his mortgagee, if any, both of whom shall be a beneficiary, even though not expressly named, in the percentage of each Unit Owner's interest as established by this Declaration. In the event of loss, the Association is irrevocably designated as trustee of each of the Unit Owners for the purpose of adjusting losses with the carrier on any master policy, and shall have full control of the proceeds received for casualty loss for the purpose of reconstruction of the Property.

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

(a) Waiver of subrogation by any insurer as to any claims against the Association, Manager (if any) and Owners, their respective families, servants, agents and guests;

(b) That any Master Policy or policies collectively insuring the Units and Common Elements not be cancellable, invalidated or suspended on account of the conduct of the individual Unit Owners, or their respective families, servants, agents and guests, or on account of the conduct of the Association or its agents;

(c) That any "no other insurance" clause in policies carried by the Association exclude Unit Owners' Policies from consideration.

(d) That insurance policies carried by the Association not be called into proration or contribution with any additional insurance policies taken out by any individual Unit Owner, so that at all times the master policies carried by the Association shall be the primary insurance.

In the event a Unit Owner should carry property or liability insurance individually upon his interest in the Condominium which in case of loss results in proration of insurance proceeds between the Master Policy carried by the Association and the individual Unit Owner's insurer, the proceeds available under the Unit Owner's policy shall be payable to the Association, who is irrevocably designated as trustee of each insuring Unit Owner for the purpose of reconstruction, subject however to the right hereby given to the mortgagee of the Unit for which such insurance proceeds are so paid, to either confirm or replace the Association as trustee within ten days from the date that said mortgagee receives written notice of the loss, covered by such insurance. Any over-plus remaining upon completion of reconstruction directly affecting any such Unit Owner shall thereupon be paid by the Association to each Unit Owner.

(e) That no insurance procured by the Association may be cancelled until thirty (30) days after written notice of the proposed cancellation has been mailed to the Association, each unit owner and each mortgagee to whom certificates of insurance have been issued.

6. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the improvements are to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be equitably and reasonably determined by the Association.

(b) When the improvements are not to be restored, an undivided share for each Unit Owner, such share being the same as the Unit Owner's undivided percentage interest as established herein.

Proceeds on account of damage to Common Elements shall be held in undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

7. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to the Association to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. The foregoing is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. The foregoing is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagees.

IX.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. Any portion of the Condominium damaged or destroyed by casualty shall be repaired or replaced in the manner as set forth hereafter unless within sixty (60) days from the date of the casualty the Condominium is terminated; or seventy-five (75%) percent of the Unit Owners vote not to rebuild.

(a) Common Element(s). If the damage is to a Common Element, the damaged Property shall be reconstructed or repaired.

(b) Individual Units(s):

(i) Partial Destruction. If the damage is solely to an individual Unit or Units, and if the remaining Units in the Condominium are found by the Association to be tenantable, the damaged Property shall be reconstructed or repaired.

(ii) Total Destruction. If the damage is to the Units, and if more than seventy-five (75%) percent of the Units in the Condominium are found by the Board of Directors of the Association to be untenable, then the damaged Property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the Condominium agree in writing to such reconstruction or repair.

2. Plans. Any reconstruction or repair must be substantially in accordance with the original plan of the units or, if not, then according to plans and specifications approved by seventy-five (75%) percent of the Unit Owners, and if the damaged Property is solely to an individual Unit, the owner of said damaged Unit shall have the right to approve plans and specifications for the interior of his unit.

3. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Costs of Repair. Immediately after a determination to rebuild or repair damage to Property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, any costs in excess of insurance proceeds and reserves is a Common Expense, and assessments shall be made on all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

ASSESSMENTS

Assessments against the Unit Owners individually shall be made by the Association and paid by the Unit Owners to the Association in accordance with the provisions set forth in this Article. Each Unit Owner, including Declarant, shall pay assessments as established by the Homeowner's Association (according to their respective percentage of ownership).

Declarant shall not be liable for the payment of charges to be made to purchasers of the Units in order to establish an initial working capital fund reserve for the early months of the project operations.

1. Percentile Share of Common Expenses. Each Unit Owner shall be liable for his percentage share of the Common Expenses and any Common Surplus shall be owned by each Unit Owner in a like share.

2. Assessments Other Than Common Elements. Any assessments, other than assessments for Common Expenses, the authority to levy which is granted to the Association, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Declaration authorizing such extraordinary assessment.

3. Accounts. All sums collected by the Association from assessments (for Common Elements or otherwise) 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 shall be credited to individual accounts. Such accounts shall be as follows:

(a) Common Expense Account - to which shall be credited all collections of assessments for all Common Expenses as well as payments received for defraying costs for the use of Common Elements, if any;

(b) Alterations, Repairs, Reconstruction and Improvement Account - to which shall be credited all sums collected for alteration, improvement, repairs and reconstruction assessments;

(c) Reserve Account - to which shall be credited all sums collected as a reserve for replacement of portions of the Condominium improvements subject to periodic depreciation.

4. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding that year for which the assessments are made at such other and additional times as in the judgement of the Association additional Common Expense assessments are required for the proper management, maintenance, and

operation of the Condominium Property. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, in advance, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior monthly Common Expense assessment shall be due upon each monthly assessment payment date until changed by a new annual assessment.

Other assessments shall be made in accordance with the provisions of this Declaration or the By-Laws and if the time of payment is not set forth in said Documents, the same shall be determined by the Association.

5. Liability for Assessments. Liability for Common Expense assessments may not be avoided by a waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit to which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable for assessments coming due after such sale and for that portion of delinquent assessments re-assessed to the owners of Units after the date of any such sale, but shall not be liable for such Unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by such purchaser at a judicial or foreclosure sale or such mortgagee. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

6. Lien for Delinquent Common Expenses. The unpaid portion of a Common Expense assessment which is delinquent plus interest thereon at the rate hereinafter set forth, and reasonable attorney fees, shall be secured by a privilege upon the Condominium Parcel of the delinquent Unit Owner after filing for record of a Claim of Privilege verified by an officer or agent of the Association in the Mortgage Office for the Parish where the Condominium property is located within ninety (90) days after the date on which the assessment for Common Expenses becomes delinquent. At least seven (7) days prior to filing such a Claim of Privilege, the Association shall serve, by personal service or certified or registered mail, on the delinquent Unit Owner, a sworn detailed statement setting forth the amount of delinquent Common Expense, the date such expenses become delinquent, and a statement indicating the Association's intent to file a Claim of Privilege upon his Condominium Parcel. A Claim of Privilege recorded as set forth herein shall preserve the lien against the Condominium Parcel for a period of One (1) year from the date of recordation. The effect of recordation shall cease and the privilege preserved by this recordation shall perempt unless a notice of filing of suit, giving the name of the court, the title and number of the proceedings and date of

filing, a description of the Condominium Parcel and the name of the Unit Owner, on said claim is recorded within one year from the date of the recordation of the inscription of the said claim. Such notice of filing suit, shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the said claim and the notice of filing of suit on said claim or until the claimant authorizes the Clerk of Court to cancel the said inscriptions. Such a privilege is superior to all other liens and encumbrances on a unit except (1) privileges, mortgages, and encumbrances recorded before the recordation of the Declaration, (2) privileges, mortgages and encumbrances on the unit recorded before the recordation of the privilege as provided above, (3) immovable property taxes, and (4) governmental assessments in which the unit is specifically described. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of this Article and all financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents. A lien for Common Expense charges and assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to foreclosure of a first mortgage shall extinguish a subordinate lien for Common Expense charges and assessments which become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred of a unit from liability for, nor the unit so sold or transferred from the lien of, any Common Expense charges thereafter becoming due.

7. Real estate taxes shall be assessed and be lienable only against the individual units, together with their undivided interest in the Common Elements. Such taxes or other charges by governmental bodies which are levied against the property and not otherwise assessed against any individual Unit or Unit Owner shall be deemed a Common Expense.

8. Collections.

(a) Delinquent Date; Interest; Application of Payments. Assessments or installments thereof (other than assessments for emergencies which cannot be paid from the Common Expense Account) must be paid within ten (10) days after the date when due and become immediately delinquent thereafter. Assessments for emergencies must be paid within thirty (30) days after the date when due. All assessments not paid within the prescribed ten (10) or thirty (30) day periods, whichever is applicable, shall bear interest at the rate of one and one-half (1-1/2%) percent of the amount unpaid per month.

(b) Suit. The Association, at its option, may enforce collection of delinquent assessments by suit at law or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding, all assessments which are delinquent at the same time of judgement or decrees,

plus interest, and penalties, if any, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, reasonable attorneys' fees.

XI.

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Declaration and all exhibits thereto, and as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Declaration and Exhibits thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by an aggrieved Unit Owner.

2. A Unit Owner shall be liable for the expense of any maintenance repair or replacement 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, 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 Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

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

5. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of this Condominium Declaration 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 at law or in equity.

XII.

AMENDMENT

1. The Condominium Declaration and all exhibits thereto may be amended only through the concurrence of seventy-five (75%) percent of the Unit Owners. A copy of each amendment shall be certified by at least two officers of the Association as having been duly adopted and shall be effective when duly recorded in the Conveyance Records for the Parish of Orleans, State of Louisiana; provided that until Declarant has sold all of the units, including those which hereafter may be added to the Condominium Property Regime in accordance with Article XVI hereinbelow, Declarant solely shall be entitled to amend the Declaration, including all Exhibits thereto.

2. No amendment to the Declaration which adversely affects the rights of any mortgagee shall be effective until the prior written consent of such mortgagee has been obtained.

XIII.

TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. In General. The termination of all/or a portion of the Condominium may be effected by the agreement of seventy-five (75%) percent of all Unit Owners (voting in accordance with their percentage ownership interest in the Common Elements), which agreement shall be evidenced by an instrument or instruments prepared and executed by the Association in the manner required for conveyance of land. The termination shall become effective when such instrument has been filed for record in the Conveyance Records of the Parish in which the Condominium Property is located. However, in the case of termination of only a portion of the Condominium, the affirmative vote of a Unit Owner whose Unit is to be excluded from the Condominium shall be required.

2. Destruction. If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, the Condominium Regime will be terminated and the Condominium Declaration revoked. The determination to reconstruct after casualty shall be evidenced by a Certificate signed by the Unit Owners certifying as to the facts effecting the termination, which Certificate shall become effective upon being filed for record in the Conveyance Records of Orleans Parish, Louisiana.

3. Shares of Unit Owners After Termination. Upon withdrawal of the Condominium Property or a portion thereof from the provisions of this Declaration, the portion so withdrawn shall be deemed to be owned in indivision by the Unit Owners in the withdrawn premises. The percentage of undivided ownership of a Unit Owner in the withdrawn property

shall be equal to his former percentage of ownership in the Common Elements divided by the total former percentages of ownership in such Common Elements of all withdrawing Unit Owners. Privileges and mortgages upon individual Condominium Parcels shall, following their withdrawal, be upon the respective undivided shares of the withdrawing owners in the property withdrawn. Condominium property withdrawn from the provisions of this Declaration shall be subject to partition by the action of a Unit Owner owning a portion of the withdrawn property. The proceeds from any sale of the withdrawn property shall be paid to a Unit Owner after all claims secured by privileges and mortgages on his share of the withdrawn property have been satisfied. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners in proportion to the amount of the assessments paid by each Unit Owner, and the proportionate amount of insurance on each respective Unit. The cost incurred by the Association in connection with any termination shall be assessed to the former Unit Owners in the same manner as a Common Expense.

XIV.

COVENANTS RUNNING WITH THE LAND

The provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein including, but not limited to, every Condominium Parcel and the 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 this Declaration.

XV.

LIENS

1. Protection of Property. All liens against a Condominium Parcel other than for permitted mortgages, taxes or special assessments must be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Condominium Parcel shall be paid before becoming delinquent.

2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Condominium Parcel, other than for permitted mortgages, taxes and special assessments, within five (5) days after his notice of the attaching of the lien.

3. Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect the title of his Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

XVI.

ADDITION OF IMMOVABLE PROPERTY TO CONDOMINIUM
REGIME - CHANGE IN PERCENTAGE INTEREST

1. The respective percentage interest of the individual units of ownership in the Common Elements, Common Surplus and Common Expenses, and proportionate voting rights of an individual unit in the Association, (set forth on Schedule 1 attached) may be changed in the event the Declarant actually dedicates additional units, Common Elements, or both, to the Condominium Regime.
2. In such event, the percentage interest of each individual unit shall be determined by dividing the number 1 by the total number of units included in the Condominium after additional units to the Condominium Regime have been dedicated.
3. Declarant may not dedicate additional units or Common Elements to the Condominium Regime after seven (7) years from the date that this initial Declaration is filed of record.
4. A description of each parcel of additional immovable property which may be later included in the Condominium Regime, is set forth on Exhibit "E".
5. The parcels of additional immovable property which may be later included in the Condominium, as set forth on Exhibit "E", may be added to the Condominium at different times hereafter, or all such parcels may be added simultaneously.
6. Not more than six Condominium Parcels may be created in any one parcel or lot of additional immovable property hereafter added to the Condominium, as shown on Exhibit "E". All of such units shall be restricted to residential use.
 - (a) The maximum number of units which may be added to the Condominium is 112, while the maximum number of units which may be included within the Condominium is 120, and the minimum percentage of undivided interest of a Unit Owner in the Common Elements is .8333%. The minimum number of units which may be included within the Condominium is the number covered by this Declaration, namely eight, and maximum percentage of undivided interest in the Common Elements is 12.5%. Nothing contained in this paragraph shall be construed so as to prevent termination of the Condominium in whole or in part in accordance with Article XIII hereof.
7. Improvements which may be erected on each parcel of additional immovable property added to the Condominium will be compatible with the then existing improvements in the Condominium, in terms of architectural style, quality of construction, and principal materials employed in construction and size.

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

9. Additional amenities may be included within the Condominium in the event additional units are included within the Condominium at a later date.

10. Improvements shall be located substantially as located on parcels covered by this Declaration, as to any additional parcels hereafter added to the Condominium Property Regime.

11. Other than as authorized in this Article XVI, the Condominium Regime may not be amended or merged with a successor Condominium Regime without prior written consent of the holders of all first mortgages covering any of the Condominium property, including their guarantors.

12. Declarant may expand the Condominium Regime pursuant to this Article XVI by filing an Amendment to this Declaration within seven (7) years from the date hereof.

13. The dedication of additional units to the Condominium Property Regime will result in additional Common Elements, in which the individual Unit Owners shall own their respective percentage interest.

XVII.

MORTGAGEES RIGHTS

1. Any provision contained in this Declaration to the contrary notwithstanding:

- a. The Condominium shall not be terminated in whole or in part,
- b. The Condominium documents shall not be materially amended,
- c. No change in the percentage interest of Unit Owners shall be made, except by the addition of immovable property, described on Exhibit "E", to the Condominium Regime pursuant to Article XVI hereof,

unless and until the holder or holders of all first mortgages covering any portion of the Condominium have consented in writing to such action, and such written consents have been duly recorded in the office of the Register of Conveyances for the Parish of Orleans.

2. The mortgagee of any unit shall have the right and power to inspect the records of the Association pertaining to financial, insurance and administrative matters.

XVIII.

MAINTENANCE OF PRIVATE STREET

Each Unit Owner takes cognizance of his right of use and enjoyment of, and ingress and egress over Cypress Grove Court (Private Street) upon which the condominium fronts, all as established in an Act Creating Restrictive Covenants, Servitudes, Restrictions and Privileges passed before Camille A. Cutrone, Notary Public, on the 5th day of October, 1982, registered C.O.B. 783-B, folio 468-473, and they acknowledge their responsibility for a just and proportionate share of the expense incurred by the owner thereof in maintaining said Private Street. The Association shall have authority to levy assessments against all Unit Owners, in accordance with Article X. hereinabove; for the purpose of contributing a just and proportionate share of the cost of maintaining said street.

XIX.

RIGHT OF ACTION

The Owner's Association, as well as any aggrieved Unit Owner, shall have a right of action against other Unit Owners for failure to comply with the provisions of the Declaration, including the other Condominium documents, or with decisions of the Owner's Association which are made pursuant to authority granted the Owner's Association in such documents. Unit Owners shall have similar rights of action against the Owner's Association.

XX.

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of the remaining portion thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration in the presence of the undersigned witnesses and me, Notary, on this 5th day of October, 1982.

WITNESSES:

CARRIAGE HOMES BUILDERS, INC.

Janette Walter
Patricia Brehm

By: D. J. Watkinson
President

Camille A. Cutrone
NOTARY PUBLIC

SCHEDULE 1
TO DECLARATION OF CONDOMINIUM
CREATING AND ESTABLISHING
CONDOMINIUM PROPERTY REGIME

The Common Surplus of the Condominium shall belong to the

Unit Owners in the percentages hereafter shown.

The Common Expenses of the Condominium, as set forth in the

projected operating budget of the Condominium, and in the Condominium

Declaration, and the premium for casualty and public liability insur-

ance upon the Common Elements of the Condominium, shall be the obli-

gation of the Unit Owners and their respective percentage of undivided

ownership in the Common Elements, shall be in the percentages herein-

after shown:

Units 17 - 24, both inclusive - 12.5% each

In the event the Condominium is hereafter further expanded in

accordance with Article XVI. of the Condominium Declaration, to which

this Schedule 1 is an Exhibit, the above shown percentages shall change,

and the percentage of undivided ownership of each Unit Owner shall be

determined by dividing the number 1 by the total number of units in-

cluding in the Condominium after the expansion has been accomplished.

RESOLUTION

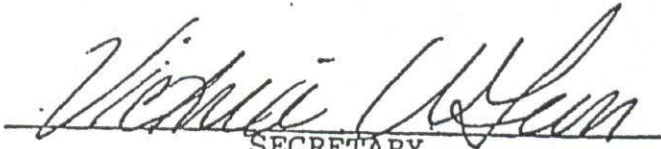
RESOLVED, that Carriage Homes Builders, Inc. be and it is hereby authorized, empowered and directed to dedicate Lots 4 and 5 in Square 2, all as shown in a plat of survey by J. J. Krebs & Sons, Inc., dated March 31, 1981, revised October 6, 1981, registered COB 771, folio 158, to a Condominium Property Regime, all in Tall Timbers Extension.

FURTHER RESOLVED, that in connection with the foregoing, David L. Waltemath, President of said Corporation, is authorized to execute a Declaration Creating and Establishing a Condominium Property Regime, and to execute all other documents and to do any and all things necessary or feasible in connection therewith.

CERTIFICATE

I, the undersigned Secretary of Carriage Homes Builders, Inc. do hereby certify that the above and foregoing is a true and correct copy of the minutes of the meeting of the Board of Directors of said Corporation, duly and legally called, convened and held in New Orleans, Louisiana on the 5th day of October, 1982, whereat a quorum of the Directors was present and that the same has not been revoked or rescinded.

1982. New Orleans, Louisiana, the 5th day of October,


SECRETARY

File 11005

RECEIPT FOR FILING

RAOUL P. SERÉ

Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA. 70112

TELEPHONE: 525-9386

Filed by: Mary Ann Meyer

Notary Public who passed act: Camille A. Cutrone

Instrument filed: Amendment to Declaration Creating and Establishing
Condominium Property Regime by Carriage Homes Builders, Inc.

dated March 29, 1985.

Registered in
Conveyance Office

Book 803-A, Folio 143-144

New Orleans, Louisiana

Date: 4/3/85

Recorded in the
Mortgage Office

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

Time: _____

FILED
CUSTODIAN OF
NOTARIAL RECORDS
PARISH OF ORLEANS

APR 3 1985

595186

UNITED STATES OF AMERICA
State of Louisiana

James H. "Jim" Brown
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

TIMBERGROVE HOMEOWNER'S ASSOCIATION, INC.,

Domiciled at New Orleans, Louisiana, Parish of Orleans,

A corporation organized under the provisions of R. S. 1950, Title 12,
Chapter 2, as amended,

By Act before a Notary Public in and for the Parish of Orleans, State
of Louisiana, on October 5, 1982, the date when corporate existence
began,

Was filed and recorded in this Office on October 12, 1982, in the Record
of Non-Profit Corporations Book 52,

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. 1950, Title 12, Chapter
2, as amended.

*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,
October 12, 1982*

Jim Brown

Secretary of State



RECEIPT FOR FILING

Margaret Gaudin, N.

RAOUL P. SERÉ

Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA. 70112

TELEPHONE: 525-9386

Filed by: Camille A. Cutrone

Notary Public who passed act: Camille A. Cutrone

Instrument filed: Articles of Incorporation of Timbergrove

Homeowner's Association, dated October 5, 1982.

Registered in
Conveyance Office

Recorded in the
Mortgage Office

Book , Folio

Book 2406, Folio 647

New Orleans, Louisiana

New Orleans, Louisiana

Date:

Date: 10-19-82

Time: 9:48

470146 OCT 1982

AMENDMENT TO DECLARATION
CREATING AND ESTABLISHING
CONDOMINIUM PROPERTY REGIME

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH ORLEANS

BE IT KNOWN, that on this 29th day of March, in the
year of our Lord 1985,

BEFORE ME,

CAMILLE A. CUTRONE,
a Notary Public, duly commissioned and
qualified, in and for the Parish of Orleans,
State of Louisiana, therein residing, and in
the presence of the witnesses hereinafter
named and undersigned,

PERSONALLY CAME AND APPEARED:

CARRIAGE HOMES BUILDERS, INC.,
a Louisiana Corporation whose Articles of
Incorporation are recorded in the office of
the Recorder of Mortgages for the Parish of
Orleans at M.O.B. 2331, folio 537, appearing
herein through David L. Waltemath, its
President, duly authorized by resolution of
its Board of Directors, certified copy of
which is attached hereto (referred to here-
inafter as Declarant),

who declared as follows:

I.

By Declaration Creating and Establishing Condominium
Property Regime (Declaration), dated October 5, 1982, registered
in the Office of Notarial Archives as Entry No. 471784 and in the
Office of the Register of Conveyances for Orleans Parish at
C.O.B. 783-B, folio 693-701, Declarant established a Condominium
Property Regime know as "Timbergrove Condominium," pursuant to
the provisions of L.S.A.-R.S. 9:1121.101, et seq.; said De-
claration was amended by instrument dated December 21, 1982,
registered C.O.B. 783-D, folios 268-269 (First Amendment); and
was further amended by instrument dated December 31, 1982,
registered C.O.B. 783-D, folios 271-272 (Second Amendment); and
was further amended by instrument dated April 29, 1983, regis-
tered C.O.B. 788-A, folios 691-693 (Third Amendment); and was

further amended by instrument dated July 29, 1983, registered C.O.B. 788C, folios 475-477 (Fourth Amendment); and was further amended by instrument dated August 9, 1983, registered C.O.B. 793-A, folios 465-468 (Fifth Amendment); and was further amended by instrument dated November 30, 1983, registered C.O.B. 793-B, folios 206-308 (Sixth Amendment); and was further amended by instrument dated April 30, 1984, registered C.O.B. 793-D, folios 671-673 (Seventh Amendment); and was further amended by instrument dated February 28, 1985, registered C.O.B. _____, folios _____ (Eighth Amendment);

II.

Pursuant to the provisions of Article XVI. of the Declaration, entitled "Addition of Immovable Property to Condominium Property Regime - Change in Percentage Interest", Declarant does hereby add an additional parcel of real estate, namely Lot 1-B in Square 1, to the Condominium Property Regime, more fully described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND situated in the State of Louisiana, Orleans Parish, Fifth District, Tall Timbers Extension, Timbergrove Condominiums, Square 1, designated as Lot 1-B and more full described as follows:

Commence at the intersection of the northerly right of way line of Timber Grove Drive and the westerly right of way line of Cypress Grove Court a point, the point of beginning. Measure thence from the point of beginning along said westerly line N43°32'27"E a distance of 70'; thence N46°27'33"W a distance of 115' to a point on the easterly right of way line of Tullis Drive; thence along said easterly line S43°32'27"W a distance of 70' to a point on the northerly right of way line of Timber Grove Drive; thence along said northerly line S46°27'33"E a distance of 115' to a point on the westerly right of way line of Cypress Grove Court, the point of beginning.

All as more fully shown on Plan by J.J. Krebs & Sons, Inc. dated September 16, 1982, last revised February 26, 1985.

III.

The additional parcel shall contain no more than four (4) condominium parcels.

IV.

Effective from the date of recordation of this "Ninth Amendment" in the Office of the Recorder of Mortgages for the Parish of Orleans, State of Louisiana, the respective percentage interest of the individual units of ownership in the Common Elements, Common Surplus and Common Expenses, and proportionate voting rights of an individual unit in the Association of all the condominium units covered by the Declaration, recorded as aforesaid, and by this "Ninth Amendment," shall be as set forth in Schedule 1 attached hereto.

V.

The Exhibits attached hereto shall constitute additional condominium documents. Said Exhibits are:

Exhibit A - Plans by J. J. Krebs & Sons, Inc. dated September 16, 1982, last revised February 26, 1985, to show proposed Units 67, 68, 69 and 70 on Lot 1-B, consisting of Sheets 1 - 5.

Schedule 1 - An individual unit's percentage obligation for Common Expenses, assessments, and its percentage of undivided ownership in the Common Elements, including the units covered by the Declaration dated October 5, 1982, and the Amendments thereto including the units added by this "Ninth Amendment".

The invalidity in whole or in part of any part of this "Ninth Amendment," including any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration shall not affect the validity of the remaining portion thereof.

IN WITNESS WHEREOF, Declarant has executed this "Ninth Amendment" in the presence of the undersigned witnesses and me, Notary, on this 29th day of March, 1985.

WITNESSES:

CARRIAGE HOMES BUILDERS, INC.

[Signature]
[Signature]

By:

[Signature]
President

[Signature]
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, personally came and appeared DAVID L. WALTEMATH, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses that he is the President of CARRIAGE HOMES BUILDERS, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said Corporation, he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 29th day of March, 1985.

WITNESSES:

CARRIAGE HOMES BUILDERS, INC.

[Signature]

By:

[Signature]

DAVID L. WALTEMATH,
President

[Signature]

[Signature]
NOTARY PUBLIC

SCHEDULE 1 TO THE NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
CONDOMINIUM PROPERTY REGIME

The Common Surplus of the Condominium shall belong to the Unit Owners in the following percentage hereinafter shown.

The Common Expenses of the Condominium, as set forth in the Projected Operating Budget of the Condominium and in the Condominium Declaration and the premiums for casualty and public liability insurance upon the Common Elements of the Condominium shall be the obligation of the Unit Owners of the Condominium in the following percentages, and their percentage of undivided ownership of the Common Elements shall be:

Units 17 - 24,	both inclusive	8	
Units 13 - 16,	both inclusive	4	
Units 29 - 36,	both inclusive	8	
Units 25 - 28,	both inclusive	4	
Units 37 - 40,	both inclusive	4	
Units 41 - 44,	both inclusive	4	
Units 53 - 56,	both inclusive	4	- 1.666% each
Units 63 - 66,	both inclusive	4	
Units 67 - 70,	both inclusive	4	
Units 71 - 74,	both inclusive	4	
Units 75 - 78,	both inclusive	4	
Units 95 - 102,	both inclusive	8	
		8 60	

In the event the Condominium is hereafter further expanded in accordance with Article XVI of the Declaration Creating and Establishing Condominium Property Regime dated October 5, 1982, the above shown percentage shall change, and the percentage of undivided ownership of each Unit Owner shall be determined by dividing the number 1 by the total number of units included in the Condominium after the expansion has been accomplished.

RESOLUTION

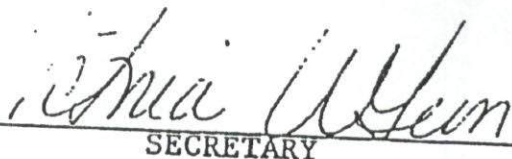
RESOLVED, that Carriage Homes Builders, Inc. be and is hereby authorized, empowered and directed to add Lot 1-B in Square 1, Tall Timbers Extension, New Orleans, Louisiana, to the Timbergrove Condominium Property Regime.

FURTHER RESOLVED, that David L. Waltemath, President of said Corporation, be and he is hereby authorized, empowered and directed to execute an Amendment to the Declaration Creating and Establishing said Condominium Property Regime, and to execute such other documents, and do such other things as he deems advisable in his sole discretion to accomplish and give effect to the foregoing.

CERTIFICATE

I certify that I am the duly elected Secretary of Carriage Homes Builders, Inc. and that the above and foregoing resolutions were duly adopted at a meeting of the Board of Directors of said Corporation, duly held on March 15, 1985, at which a quorum was present; that the aforesaid resolutions have not been altered, modified or rescinded and remain in full force and effect.

IN WITNESS WHEREOF, I have affixed my signature hereto this 15th day of March, 1985.



SECRETARY