

SEE MAP FILE # ~~2287~~ ²²⁸⁶

**CONDOMINIUM DECLARATION ESTABLISHING
SLIDELL CENTRE COMMERCIAL CONDOMINIUM**

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

CLEARVIEW CORPORATE CENTER, L.L.C., a Louisiana Limited Liability Company, whose Articles of Organization were filed with the Secretary of State of the State of Louisiana and in the Parish of Jefferson in Charter Book 348, folio 825 on April 25, 1997, and whose address is: 3525 North Causeway Boulevard, Suite 1040, Metairie, Louisiana, 70002, appearing herein through its Managing Members, Chandra M. Kailas and Gowri S. Kailas, pursuant to the Written Consent of its Members which is attached hereto as Exhibit "B,"

as "**DECLARANT**", which does declare that, availing itself of the provisions of the Louisiana Condominium Act (hereinafter the "**ACT**"), namely LA. REV. STAT. 9:1121.101 *et seq.*, it hereby submits the immovable property hereinafter described to the regime of this condominium declaration and does, further, as owner, assume the ownership of each of the condominium units with associated condominium parcels (as hereinafter defined) together with all rights and privileges incident to same.

ARTICLE 1. NAME

The name by which the condominium regime established herein shall be identified is **SLIDELL CENTRE COMMERCIAL CONDOMINIUM** (hereinafter the "Condominium"). Clearview Corporate Center, L.L.C. does hereby submit the immovable property described on Exhibit "A" attached to this Declaration to a condominium regime, which property shall hereafter be subject to this Declaration.

ARTICLE 2. DEFINITIONS

The terms used herein, in the Articles of Incorporation and in the By-Laws shall have the meaning stated in the Louisiana Condominium Act and unless the context otherwise requires, the following capitalized terms shall be defined as follows:

- 2.01 "Act" means the Louisiana Condominium Act, LA. REV. STAT. 9:1121.101 *et seq.*
- 2.02 "Assessment" means an Owner's proportionate share of the amount required for the payment of the Common Expenses and Limited Common Expenses, and which is further defined and governed by Article 8, below.
- 2.03 "Association" means the "Slidell Centre Commercial Condominium Association, Inc.", a Louisiana non-profit corporation established by the Articles of Incorporation, a copy of

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- which is attached hereto as Exhibit "C", whose membership shall consist exclusively of Owners, and which shall administer, manage, regulate and operate the Condominium Property, and which is further defined and governed by Article 7, below.
- 2.04 "By-Laws" means the by-laws of the Association, a copy of which is attached hereto as Exhibit "D", which shall govern the Association and the Condominium.
- 2.05 "Common Elements" means those portions of the Condominium Property, movable or immovable property, which are not a part of a Unit and which are available for common use by Owners, and which are further defined and governed by Article 5, below. Common Elements include, but are not limited to: a) land, driveways, foundations, bearing walls and columns, roofs and stairways, and walkways; and b) all installations of power, light, gas and water (but not heating and air conditioning equipment serving Units).
- 2.06 "Common Expenses" means the expenses of administration, maintenance, repair and replacement of Common Elements as declared in the provisions of the Act, as provided herein and in the By-Laws, or as agreed upon as Common Expenses by the Owners, or which may be imposed against the Condominium as a whole by public and quasi-public authorities having jurisdiction and power to impose such charges, and which are further defined and governed by Article 8, below.
- 2.07 "Condominium" means the property regime herein established pursuant to and in accordance with the Act.
- 2.08 "Condominium Declaration" means this Condominium Declaration and Exhibits attached hereto.
- 2.09 "Condominium Unit" means a Unit, together with the undivided interest in the Common Elements and Limited Common Elements which constitute inseparable component parts of such Unit in accordance with the provisions of the Act, this Declaration, and the By-Laws. This definition shall in no way serve to limit any Owner's Ownership Interest where references herein to a Unit or Units include any appurtenant rights.
- 2.10 "Condominium Property" means all the interest in the immovable property described in Exhibit "A", the improvements thereon and the component parts thereof, and all servitudes and other rights attaching to the Condominium Property.
- 2.11 "Declarant" means Clearview Corporate Center, L.L.C., its successors and/or assigns.
- 2.12 "Declaration" means the original Declaration, together with any subsequent amendments.
- 2.13 "Limited Common Elements" means those Common Elements reserved in the Plat and/or in this Declaration or subsequently established, subject to the exclusive use of one or more, but not all, Units, and which are further defined and governed by Article 5, below. Limited Common Elements include, but are not limited to, walkways as shown on the Plat, electrical wiring and conduits located entirely within the Unit or an adjoining Unit and serving only

- such Unit or Units, and parking spaces, if any, reserved for a particular Unit.
- 2.14 "Limited Common Expenses" means the expenses of administration, maintenance, repair and replacement of the Limited Common Elements as declared in the provisions of the Act, as provided herein and in the By-Laws, or as agreed upon as Limited Common Expenses by the Owners and which are further defined and governed by Article 8, below.
- 2.15 "Managing Agent" means any person, partnership, corporation, association or other entity engaged by the Association for the purpose of managing the administration, maintenance, operation, repair, replacement, sale or lease of all or any portion of the Condominium Property, but shall not include real estate brokers engaged exclusively to assist in the sale and promotion of the Units.
- 2.16 "Mortgagee" means any agent of a state or federal government, financial institution, corporation, trust, individual, or other entity which owns or holds a mortgage or security interest encumbering a Unit or Common Elements or Limited Common Elements.
- 2.17 "Mortgage Holder" is the Mortgagee holding a security interest encumbering a Unit, whose interest is a first and prior security interest.
- 2.18 "Operating Budget" shall have the meaning and encompass the items set forth in Article V, Section 1(b) of the By-Laws of Slidell Centre Commercial Condominium Association, Inc., attached hereto as Exhibit "D".
- 2.19 "Owner" means the Owner(s) of record title to a Unit or Units.
- 2.20 "Ownership Interest" means each Owner's undivided percentage ownership of and rights to the use and enjoyment of the Common Elements and Limited Common Elements appertaining to such Unit, obligation to pay that portion of the Common Expenses, and those Limited Common Elements allocated to his Unit, and his rights, privileges, and obligations as an Owner, all as described elsewhere in this Declaration and in Exhibit "E".
- 2.21 "Plat" means the plat attached hereto and made a part of this Declaration as Exhibit "F" on which the Condominium Property is shown.
- 2.22 "Rules and Regulations" means those administrative rules and regulations promulgated by the Association in accordance with the By-Laws, as set forth in Exhibit "".
- 2.23 "Surplus" means that monetary amount in the fund for Common Expenses and Limited Common Expenses which at the end of the Association's fiscal year exceeds one hundred ten (110%) percent of the amount required to pay Common Expenses and exceeds amounts necessary to maintain required reserves.
- 2.24 "Unit" shall have the same meaning as Condominium Unit and means that part of the Condominium Property which is subject to individual ownership. Unit boundaries are determined in accordance with Article 4, below. A survey plat indicating the elevation, floor

plan layout, size and number for each of the fifty-eight (58) Units created hereunder is attached as Exhibit "F". Unit Ownership includes such additional and accessory rights and obligations as are provided for in the Act, and in the By-Laws.

ARTICLE 3. INTENTIONALLY LEFT BLANK

ARTICLE 4. UNIT DESIGNATIONS, BOUNDARIES, OWNERSHIP

- 4.01 **Unit Designation.** Each unit is identified by a specific numerical designation set forth in the Plat as shown on Exhibit "F". Such designation shall be exclusively reserved to identify and distinguish each Unit from any other Unit part of the Condominium, and shall, together with the name of the Condominium, constitute a full legal description and address of each Unit.
- 4.02 **Unit Boundaries.** The boundaries of a Unit consist of its interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, glass fronts, doors and door frames and trim, as well as the air space encompassed thereby and shall further include the interior construction, partitions, appliances, if any, fixtures, heating and air conditioning units and other improvements which are located entirely within such Unit and/or serving such Unit, provided however, that no pipes, drains, wires, conduits, ducts, flues, and/or shafts contained within any Unit and serving, or forming a part of any system, serving more than one Unit or the Common Elements and/or Limited Common Elements shall be deemed to be a part of such Unit. Equipment and appurtenances located within or without any Unit and designed to serve only that Unit, such as mechanical equipment, appliances, non-load bearing partition walls, flooring material, outlets, fixtures, cabinets and the like, shall be considered part of the Condominium Unit and not a part of the Common Elements. None of the Land in the Condominium Property on which any Unit is located shall be separately owned; all land and predial servitudes in the Condominium Property shall constitute part of the Common Elements to be owned in indivision by the Owners through their interest in the Association.
- 4.03 **Servitudes due to Adjustments.** If the construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements results either in the Common Elements encroaching on any Unit, or in a Unit encroaching on the Common Elements of another Unit, there shall be deemed to exist a valid easement for both the encroachment and its maintenance so long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. are in substantial accord with the description of those boundaries, as they appear in the Declaration. The easement shall extend for the entire period.
- 4.04 **Interest in Common Elements.** Ownership of a Unit also includes an undivided percentage Ownership Interest, which shall form an inseparable component part of each Unit, designated as Exhibit "E" attached to and made a part of this Declaration, allocating the percentage Ownership Interest, including Common Expense and Limited Common Expense liability, and other appurtenant rights and obligations allocated to each Unit in accordance therewith.

- 4.05 **Inseparability of Ownership Interest.** The ownership of each Unit shall not be conveyed, transferred, encumbered, or otherwise affected separate from the Ownership Interest appertaining to such Unit. Should the legal description in the instrument conveying, transferring, encumbering, or otherwise affecting a Unit refer only to the Unit itself, and not expressly mention appurtenant rights and obligations, an Owner's sale shall include the sale of: (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto; (ii) the interest of the Owner in any Units acquired by the Board of Directors, or its designee, on behalf of the Association, or the proceeds of the sale or lease thereof, if any; (iii) the interest of the Owner in any other assets of the Condominium; (iv) the Owner's membership in the Association; (v) the Owner's obligation for Assessments then due and/or accrued but not yet levied; and (vi) any other rights and obligations included within his Ownership Interest.
- 4.06 **Electrical and Other Utility Services.** Electricity, natural gas and water shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Owner shall be required to pay the bills for electricity, natural gas and water consumed or used in his Unit, in addition to any inspection and/or set up fees assessed or required to establish such services to his Unit. Any water and sewer serving all Units and the electricity and natural gas, if any, serving the Common Elements and Limited Common Elements shall be separately metered and the Association shall pay such bills as a Common Expense and Limited Common Expense. The Association shall have the authority to assess any extraordinary or unusual water and/or sewer and/or electric bill(s) against a Unit as a special assessment.

ARTICLE 5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- 5.01 **Common Elements Defined.** The Common Elements consist of all of the Condominium Property not shown on the Plat or otherwise designated herein as part of a Unit or a Limited Common Element and include, without limitation, the following:
- A. The Land and all foundations, columns, support walls, floor and other structural supports;
 - B. All exterior walls of the Buildings, all walls and partitions separating Units from other Units and from stairs, all concrete flooring and all component roofing material;
 - C. All central and appurtenant installations for services such as power, light, hot and cold water, telephone and gas (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in Common Elements or in Units);
 - D. All equipment used in common;
 - E. All other parts of the Buildings and all apparatus and installations existing in the Buildings or on the Condominium Property for common use or necessary or convenient to the existence, maintenance or safety of the Buildings, which are not specifically made part of a Unit by the terms of this Declaration.
- 5.02 **Limited Common Elements Defined.** Limited Common Elements are those Common Elements designated or reserved for the exclusive use of an individual Unit or a number of Individual Units, including, but not necessarily limited to: balconies, attics, patios and exterior structures serving a single Unit or one or more adjoining Units (but not air

conditioning and heating units, the maintenance and repair of which shall be obligation of the Unit Owner served by such air condition and heating unit.)

- 5.03 **No Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the condominium ownership regime, the Common Elements and the Limited Common Elements shall remain undivided and no person, regardless of the nature of his interest therein, shall bring any action or proceeding for partition or division of the Common Elements and Limited Common Elements or any part thereof until the termination of the Condominium in accordance herewith or until condominium property is no longer tenable, whichever first occurs, and in any event, 100% of the mortgagees must either be paid in full, or consent in writing, prior to bringing an action for partition.
- 5.04 **Servitudes and Non-Exclusive Right of Use.** Each Owner shall have the non-exclusive right to use the Common Elements together with other Owners. An Owner shall have the right to use the Limited Common Elements appurtenant to his Unit, for the purpose and manner for which they are intended, such use permitting maximum enjoyment and privacy of the Owners. The non-exclusive right of use is subject to and in accordance with the provisions of the Act, other applicable laws, this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations. No use thereof may restrict, interfere with, or impede the use thereof by any other Owner. Each Owner, and each successor Owner, shall have an unrestricted right of access to and from his Unit, and such right shall exist until this Condominium Regime is terminated. In addition, the following servitudes shall exist from each Unit Owner to every other Unit Owner and to the Association:
- A. *Ingress and Egress.* Servitudes through the Common Elements and those portions of the land which are paved for use as streets, walkways, or sidewalks for ingress and egress for all persons making use of such Common Elements and for ingress and egress to the individual Units in accordance with the terms of this Condominium Declaration.
 - B. *Maintenance, Repair and Replacement.* Servitudes through the Units and Common Elements for maintenance, repair and replacement by the Association of portions of the Units and Common Elements. Use of these servitudes, however, or access to the individual Units shall be limited to reasonable hours, except that access may be had by agents of the Association at any time in case of emergency.
 - C. *Structural Support.* Every tangible portion of a Unit which contributes to the structural support of a Building or other Units shall be burdened with a servitude of structural support for the benefit of the Common Elements and the other Units.
 - D. *Utilities.* Servitudes through the Units and Common Elements for all facilities for the furnishing of utility services within a building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.
- 5.05 **Use of Common Elements.** Notwithstanding the rights granted to Owners in Article 5.04, above, the Association shall have the right and authority to rent, lease, grant concessions, and/or grant servitudes with respect to parts of the Common Elements, subject to the provisions of the Act, this Declaration and the By-Laws. All income derived by the Association from any such transactions shall be held for the benefit of the Owners pursuant

to the rules and regulations and the by-laws.

- 5.06 **Amendment of Ownership Interest.** The Ownership Interests established hereby shall not be changed except with the unanimous consent of all Owners and Mortgagees expressed in an amendment to this Declaration and upon recordation in the official records of St. Tammany Parish, Louisiana, except in the event of a casualty or expropriation, in which event, Articles 9 and 11, respectively, shall govern.

ARTICLE 6. USE OF THE CONDOMINIUM PROPERTY

- 6.01 **Limitations on Use of Property.** In order to provide for congenial occupancy of the Condominium Property and to protect and enhance its value, the use of the Condominium Property shall be subject to restrictions and limitations set forth herein, including those in Article 14, entitled Use and Occupancy Restrictions, and such restrictions and limitations as may be contained in the By-Laws, and in the Rules and Regulations.
- 6.02 **Use.** Subject to such restrictions and limitations as may be contained in Article 14, the By-Laws, and in the Rules and Regulations, all Condominium Units shall be used for any purpose allowed by the St. Tammany Parish Comprehensive Zoning Ordinance, or its equivalent, including any non-conforming use permitted thereunder. No Unit shall be used for housing or any related residential purpose, unless same shall have been approved by a vote of the Owners as provided in this Declaration.
- 6.03 **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 employees, guests and invitees.

ARTICLE 7. THE ASSOCIATION

- 7.01 **Membership in the Association.** Each Owner shall be a member of the Association, the membership of which shall at all times consist exclusively of Owners. Unit Ownership shall entitle the Owner(s) to vote at all meetings of the Association, as provided herein. The aggregate number of votes for all members shall be one thousand (1000) and shall be divided among the respective Owners in accordance with their Ownership Interest, as set forth in Exhibit "E" hereto. The Ownership Interest has been allocated proportionately to each Unit's approximate relative size. A copy of the Association's Articles of Incorporation is attached as Exhibit "C". A copy of the By-Laws is attached as Exhibit "D". The Association shall not be deemed to be conducting a business of any kind.
- 7.02 **Rights, Duties and Obligations of the Association.** Notwithstanding any provision of the Act, this Declaration or the By-Laws to the contrary, the Association shall have the following rights, duties and obligations:
 - A. The right of entry on any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium Property.
 - B. The right to grant permits, licenses, servitudes, and easements over the Common Elements

- and Limited Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium Property.
- C. The obligation and duty to establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, which fund should be maintained out of regular Assessments for Common Expenses.
 - D. The obligation and duty to maintain hazard and flood (if necessary) liability insurance and fidelity insurance coverages that are consistent with Federal National Mortgage Association requirements.
 - E. The right of action against Owners who fail to comply with the provisions of the Condominium Documents or the decisions made by the Association.
 - F. The right to use summary abatement injunctions, temporary injunctions or similar means to enforce restrictions against the Condominium Property for its use, provided that judicial proceedings be instituted before any items of construction can be altered or demolished.
 - G. The obligation and duty to maintain a copy of the Declaration (as amended and restated from time to time), the Articles of Incorporation, the By-Laws, Rules and Regulations and other rules concerning the Condominium Property, as well as its own documents, books, records and financial statements, and to make such documents, books, records and financial statements available for inspection during normal business hours by Owners or by Mortgage Holders, Insurers and Guarantors of first mortgages that are secured by Units. Audited financial statements shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year.
 - H. The obligation and duty to maintain, repair and replace, when necessary, the Common Elements and Limited Common Elements.

7.03 **Administration by the Association.** As more fully set forth in its Articles of Incorporation and By-Laws, the Condominium Property shall be administered, managed and operated by the Association whose powers shall include the following:

- A. To adopt and amend By-Laws, Rules and Regulations;
- B. To adopt and amend budgets for revenues, expenditures, and reserves;
- C. To levy and collect Assessments and Special Assessments (as defined in Article 8) when necessary from the Owners for Common Expenses and Limited Common Expenses and to utilize the proceeds of Assessments in the exercise of its powers and duties;
- D. To establish reserves for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other purposes appropriate to the function of the Association;
- E. To contract for the management of the Condominium and to delegate powers and duties to the management entities, employees, agents, consultants and independent contractors provided, however, that any such contract shall provide that it can be terminated without the payment of damages upon the Association giving the management company, agent or consultant, ninety (90) days notice of its intent to terminate the contract;
- F. To institute, defend, or intervene in litigation or administrative proceedings in its own name, on behalf of itself or two (2) or more Owners on matters affecting the Condominium;
- G. To make contracts, and to incur debt and liabilities;
- H. To regulate the administration, use, maintenance, repair, replacement and modification of the Condominium Property;

- I. To cause additional improvements to be made to the Common Elements and the Limited Common Elements;
- J. To acquire, hold, encumber, mortgage, pledge, pawn, hypothecate, sell, assign, transfer, alienate, convey and deliver in its own name any right, title or interest in and to immovable property, and the component parts thereof, and/or personal or mixed property, provided, however, the Association shall have obtained the consent of sixty-seven (67%) percent of the voting power of the Association;
- K. To grant servitudes, easements, leases, licenses and concessions through or over the Common Elements and Limited Common Elements;
- L. To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements and as to the Limited Common Elements, to impose and receive payments, fees and charges for the use, rental and operation thereof those to whom the Limited Common Elements are allocated;
- M. To impose charges for late payment of Assessments and to levy reasonable fines for violation of this Declaration, the By-Laws, or the Rules and Regulations;
- N. To impose and collect reasonable charges for the preparation and recordation of amendments to this Declaration, Plans, Plats and Resale Certificates required by law or statements of unpaid Assessments;
- O. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;
- P. To provide the indemnification of its officers, board of directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
- Q. To exercise any other rights and powers conferred upon it from time to time herein and/or in the By-Laws;
- R. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations;
- S. To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Condominium; and
- T. To establish a "Working Capital Fund" to meet unforeseen expenditures or to purchase any additional equipment or services. The initial Working Capital Fund shall be in an amount that is at least equal to three months of estimated common charges (monthly assessments) for each Unit, to be paid by each new unit owner at the closing of the sale of each unit. The initial Working Capital Fund shall be transferred to the Association for deposit to a segregated interest bearing escrow account immediately upon formation of the fund. The Declarant shall not use the Working Capital Fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

7.04 **Termination of Membership.** Membership in the Association shall automatically terminate: (i) upon conveyance or transfer of an Owner's Interest to a new Owner, and the new Owner shall simultaneously succeed to the former Owner's membership; and (ii) upon conditions set forth in Articles 9 and 11 of this Declaration. An Owner's membership interest cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his Unit. If there are multiple Owners of a Unit, membership in the Association shall be in accordance with their respective percentage ownership in the Unit. Any person or entity holding an interest in a Unit as security for the performance of an

obligation shall not be a member of the Association.

- 7.05 **No Personal Liability.** Notwithstanding any duty to maintain and repair parts of the Condominium Property, the Association, its officers, directors, committee members and other agents shall not be personally liable for injury or damage. There shall be no personal liability on the part of the Association caused by any latent condition of the Condominium Property maintained and repaired, nor for any injury or damage caused by, in or on the Common Elements or Limited Common Elements or other Owners or persons. The Association shall be responsible for the cost of maintenance and repair of Common Elements.

**ARTICLE 8. COMMON EXPENSES; LIMITED COMMON EXPENSES;
ASSESSMENTS; LIENS**

- 8.01 **Obligation to Pay Assessments.** Except as provided in Article 8.15, all Owners shall be obligated to pay the estimated Assessments imposed by the Association to meet the Common Expenses, Limited Common Expenses and the expenses and costs identified in Article 8.02, below. The Assessment shall be calculated as follows: each month, the Owner(s) of each of the respective Units shall pay one-twelfth (1/12) of their respective proportionate shares of the total Estimated Operating Budget based on the square footage of their respective Unit(s). The initial Estimated Operating Budget, which will form the basis for Assessments in the first year of the Condominium's existence, is set forth on the attached Exhibit "G". Operating Budgets for subsequent years shall be determined as set forth in this Declaration, the Articles of Incorporation and in the By-Laws. Owners' proportionate share of the Estimated Operating Budget is equal to their Ownership Interest in their respective Units. The Ownership Interests for each of the fifty-eight (58) Units created through this Declaration are provided in Exhibit "E". Assessments for the estimated Common Expenses and Limited Common Expenses shall be due monthly in advance on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of \$50.00, plus interest on the unpaid charge at the rate of one (1%) per month, twelve (12%) percent per annum. Contribution for monthly Assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of a month.
- 8.02 **Purpose and Use of Assessments.** The Assessments shall be used in accordance with the rights, duties and obligations set forth in this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association for the purpose of promoting the health, safety, welfare and recreation of the residents in the Condominium Property, establishing reserves as required in Article 12.04, and in particular for the improvement, maintenance and preservation of the Common Elements and Limited Common Elements and the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the same. Such uses may include, but are not limited to, the costs to the Association for the following: the cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Condominium Unit, for the Condominium Units; repair, replacement, service and maintenance of the

Common Elements; supplies, materials, parts, services, insurance (as set forth in Article 9); salaries and wages; the cost of the services of a person or firm to manage the Condominium Property to the extent deemed advisable by the Board of Directors of the Association consistent with the provisions of the Declaration, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Condominium; taxes and governmental assessments (but not for any Units); legal and accounting fees as may from time to time be authorized by the Board of Directors; construction of other facilities; maintenance of servitudes upon, constituting a part of, appurtenant to or for the benefit of, the Common Elements and Limited Common Elements; care and landscaping of the grounds, care of the equipment that is part of Common Elements and Limited Common Elements, roofs and exterior surfaces of the buildings; waste disposal, pest control; common lighting; security services (if contracted by the Association;) expenses incurred in the operation and maintenance of recreation; expenses incurred in maintaining the Association's office on the Condominium Property; expenses incurred by the officers and directors of the Association in the discharge of their duties with respect to the Association; discharge of any liens on the Common Elements and Limited Common Elements; payment of any deficit remaining from a previous period; and other charges required by this Declaration or which the Association is authorized to incur. In addition, the Assessment shall be sufficient to permit the Association to establish a Reserve Fund as set forth in Article 12.04.

8.03 **Determination of Assessments.** Subject to the limitations set forth in Article 8.04, Assessments shall be determined, levied and collected by the Board of Directors of the Association based upon the cash requirements necessary to provide for the payments of all estimated expenses growing out of or connected with the repair, maintenance, replacement and operation of the Condominium Property, the Common Elements and Limited Common Elements and allocated to Units based on their Ownership Interest. The omission or failure of the Board to fix the Assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligations to pay Assessments.

8.04 **Increase in Assessments.** From and after January 1, 2003 and on each January 1 thereafter, the Association may set the monthly Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred fifteen percent (115%) of the monthly Assessment allowed for December of the preceding year. If the Board of Directors determines that a greater increase of the monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board of Directors may call a special meeting of the Owners. By the assent of a majority vote of the Ownership Interest of the quorum of Owners present at such meeting, the monthly Assessment may be set at whatever level such Owners approve. Notwithstanding the above, in the event of an increase of the monthly Assessment is in excess of 125% over the monthly Assessment for the previous year, the approval of such increase shall be in accordance with vote requirement set forth in Article 16.01. The new Assessment shall become the basis for future annual increases, using the one hundred fifteen percent (115%) formula specified herein. The Board of Directors shall have authority to lower the monthly Assessment, if it deems feasible.

- 8.05 **Due Date and Amount.** The monthly Assessment provided for herein shall be due on the first (1st) day of each month. The Board shall fix the amount of the monthly Assessments against each Unit at least thirty (30) days prior to January 1st of each year; provided, however, that the Board shall have a right to adjust the monthly Assessments at any time, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the monthly Assessment adjustment shall be sent to every Owner subject thereto.
- 8.06 **Special Assessments.** In addition to the Assessments authorized above, the Board of Directors may determine, levy and collect in any calendar year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and/or repair and/or replacement of improvements upon the Common Elements or Limited Common Elements, including the fixtures and personal property related thereto, provided that any such Special Assessment shall be approved by a two-thirds ($\frac{2}{3}$) vote of the Ownership Interest of Owners voting in person or by proxy at a special meeting duly called for this purpose together with the consent of 51% of the Mortgage Holders. In the case of improvements to some, but not all of the Units, Special Assesses may be levied against some, but not all of the Units, provided two-thirds ($\frac{2}{3}$) of the Ownership Interest of the Owners of the affected Units and 51% of the Mortgagees of such affected Units consent to the Special Assessment.
- 8.07 **No Release.** No Owner may exempt or relieve himself from responsibility for any Assessment by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements, or by abandonment of his Unit.
- 8.08 **Failure to Pay Assessments.** In the event that an Owner shall fail or refuse to make payment of his proportionate share of the Common Expenses, Limited Common Expenses or any reserve fund or for any Special Assessment when due, such Owner shall pay the late charge provided in Article 8.01 and the Association shall not be obligated to receive such Owner's payment of his proportionate share without payment of such late charge. The Association may, after notice and a reasonable opportunity to be heard, also levy reasonable fines for violation of the Declaration, the By-Laws and the Rules and Regulations. No Owner may vote at any meeting of the Association, or be elected to serve on the Board of Directors, if his payment of any Assessment is delinquent for more than thirty (30) days and the amount necessary to bring his account current has not been paid at the time of such meeting or election. Additionally, the Association shall give written notice to all Mortgage Holders, insurers and guarantors of Mortgages that have provided the Association with their name and address, or any sixty (60) day delinquency in the payment of Assessments and Special Assessments.
- 8.09 **Failure to Maintain Unit.** In the event that a Unit Owner shall fail or refuse to maintain his Unit as required in this Declaration, the Association may, at its election, make such repairs as provided in Article 15.02 of this Declaration.
- 8.10 **Lien for Unpaid Amounts.** All Assessments and Special Assessments assessed but unpaid by an Owner for his share of Common Expenses, Limited Common Expenses or any

reserve fund, chargeable to his respective Unit, and/or any amount assessed due to the failure of an Owner to maintain his Unit, including interest thereon at one (1%) percent per month, twelve (12%) percent per annum, late charges, costs and reasonable attorney's fees, shall constitute a lien on such Unit superior to all other liens and encumbrances to the maximum extent permitted by LA. REV. STAT. 9:1123.115, except only for:

- A. All taxes and special assessments levied by governmental and taxing authorities;
- B. All liens securing sums due or to become due to any Mortgagee or vendor's lien and such mortgage and/or vendor's lien is filed for record in the Mortgage Records of St. Tammany Parish, Louisiana prior to the time of the recordation of the privilege hereunder.

To evidence such lien, the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the date on which the indebtedness became delinquent, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one (1) member of the Board of Directors or any office of the Association and may be recorded in the Mortgage Records of St. Tammany Parish, Louisiana, not more than ninety (90) days after the Assessment became delinquent. Such lien shall attach from the date of the failure of the payment of the Assessment. At least seven (7) days prior to the filing for registry of the lien, the Association shall serve upon the delinquent Owner by registered mail or personal service a sworn detailed statement of the claim for delinquent Assessment. In addition the Association in a civil action in any court of competent jurisdiction in St. Tammany Parish, Louisiana, shall file suit against the Owner within one (1) year from the date of the recordation of the inscription of the lien to seek full enforcement and recovery of the amount due. The Owner shall be required to pay the costs and expenses for filing the notice of claim of lien, and all reasonable attorney's fees incurred for the preservation and enforcement thereof. The Association shall have the power to bid on the Unit at foreclosure sale held to enforce the lien and to acquire and hold, lease, mortgage and convey same.

8.11 **Personal Obligation.** The amount of the Assessments, Common Expenses and Special Assessments assessed against each Unit shall also be a personal obligation of the Owner thereof at the time the Assessment became due. Suit to recover a money judgment for unpaid Assessments, Common Expenses, Limited Common Expenses and Special Assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The Board of Directors and the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration, or the By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid Assessments.

8.12 **Sale Not Release.** Sale or transfer of any Unit shall not affect the Assessment Lien; provided, however, that the sale or transfer of any Unit pursuant to a foreclosure or a *dation en paiement* shall extinguish the lien for such Assessments. Nothing in this provision shall be construed as relieving any subsequent Owner from paying further Assessments.

- 8.13 **Statement of Unpaid Assessments.** Upon the written request of any Owner, insurer, Mortgagee, prospective Mortgagee or guarantor thereof of a Unit, the Association, through its Board of Directors, shall issue a timely written statement setting forth any levied but unpaid Assessments with respect to the subject Unit, the amount of the current monthly Assessments, the date of such Assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of the receipt of such request in writing, all unpaid Assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.
- 8.14 **Date of Commencement of Assessments.** The Assessments provided for herein shall commence as to each Unit on January 1, 2002, which date shall be no later than sixty (60) days after the first Unit is conveyed, and shall be due and payable in such manner and on such schedule as provided in this Declaration or the Board of Directors may provide.
- 8.15 **Declarant's Obligation to Pay Assessments.** For one hundred eighty (180) days following conveyance of the first unit, Declarant shall have the option of paying Assessments for Units it owns or to fund any operating deficiencies the Association may encounter. After said one hundred eighty (180) day period, the Declarant shall be required to pay Assessments on each Unit it owns.

ARTICLE 9. INSURANCE

- 9.01 **Insurance Coverage.** The Association shall effect and maintain, to the extent reasonably available, the following insurance coverages for the benefit of the Association, the Owners and Mortgagees, as their respective interests may appear:
- A. Insurance for the Condominium Property, including Common Elements, Limited Common Elements, and Units and their component parts (but exclusive of personal and movable property within, including, but not limited to, inventory and equipment, and decorations of the Units) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 100% of the insurable replacement cost of the Common Elements, Limited Common Elements, and Units, and against such other hazards and for such amounts as the Board may deem advisable. The insurance coverage shall include fixtures, equipment, improvements, alterations and equipment located within a Unit or part of a Unit. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Limited Common Elements and Units or any part thereof to substantially the same condition in which they existed prior to the damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the Insurance Trustee for each of the Owners in direct ratio to each Owner's Ownership Interest, and for the Mortgagees on his Unit, if any. Such policies of insurance should also contain, a waiver of subrogation rights by the insurer against Individual Owners;

- B. Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, administration or maintenance of the Common Elements and Limited Common Elements;
- C. Worker's compensation insurance as required by applicable law;
- D. Such other insurance coverages as the Board of Directors may from time to time deem necessary;
- E. Flood insurance, if any portion of the Condominium Property is located in a Special Flood Hazard area; and
- F. Fidelity Bonds for all officers and employees of the Association handling or responsible for Association funds. In the event the funds for the Association are held by a professional management company or a designated manager, the Board of Directors may, but shall not be required, to obtain a fidelity bond for all other employees or officers of the Association.

9.02 **Insurance as Common Expenses.** The cost of effecting and maintaining insurance coverages shall be a Common Expense and shall be allocated by the Association between Owners according to their Ownership Interests. Insurance deductibles on loss or damage to Common Elements and Limited Common Elements shall be borne by the Association, and shall constitute a Common Expense.

9.03 **Adjustment of Insurance Loss.** Any loss covered by a property insurance policy on the Units, Common Elements and Limited Common Elements shall be adjusted by the Association, but the insurance proceeds for the loss shall be payable to any Insurance Trustee designed by the Association for that purpose, or otherwise to the Association, and not to any Mortgagee. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for Owners and Mortgagees as their respective interests may appear. Subject to the provisions set forth in this Article 9.03, the proceeds of any property insurance policy effected pursuant to Article 9.01 shall be disbursed first for the repair or restoration of the damaged Common Elements, Limited Common Elements, and Units, and Owners and Mortgagees shall not be entitled to receive payment or any portion of the proceeds unless there is a surplus of proceeds after the Common Elements, Limited Common Elements, and Units have been completely repaired or restored, or unless the Condominium is terminated.

9.04 **Repair and Replacement of Units and Common Elements.** Any portion of a Unit, Common Elements and Limited Common Elements damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Owners holding eighty (80%) percent of the total voting power in the Association and fifty-one (51%) percent of the first Mortgage Holders elect not to repair or replace the damaged portion. In the event the entire Condominium Property is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements and Limited Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Property; (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be

distributed to the Owners of those Units and the Owners to which the Limited Common Elements are assigned; and (3) the remainder of the insurance proceeds shall be distributed to all of the Owners in proportion to their Ownership Interest in the Common Elements.

- 9.05 **Failure to Rebuild.** In the event the Owner's vote not to rebuild any Unit, that Unit's entire Ownership Interest in the Common Elements, votes in the Association and Common Expenses liability shall automatically be reallocated in accordance with the provisions of Article 11.03(d).
- 9.06 **Excess Repair Costs.** The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense, a Limited Common Expense, or both, as the case may be.
- 9.07 **Notice of Insurance Coverage Changes.** Each Owner shall be entitled to receive, and upon written request of any Mortgagee or guarantor thereof, or any insured of a Unit, shall be entitled to receive from the Association, by its Board of Directors, a timely written statement setting forth:
- A. Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
 - B. Any casualty loss that effects either a material portion of the Condominium Property or the Unit securing such mortgage or debt.
- 9.08 **Notice Prior to Cancellation.** All insurance policies shall require the insurer to provide at least thirty (30) days notice to the Association and any first Mortgage Holder before the insurer cancels or substantially changes coverage.
- 9.09 **Insurance Endorsements.** The Association should also obtain the following endorsements to policies of insurance:
- A. An "Inflation Guard Endorsement", when it can be obtained;
 - B. "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs;
 - C. Recognition of the Insurance Trust Agreement;
 - D. Waiver of rights of subrogation against Owners; and
 - E. To the extent required by LA. REV. STAT. 9:1123.112, the insurance policies should also provide: (i) the insurance coverage will not be prejudiced by any acts or omissions of an Owner unless the Owner is under the control of the Association; (ii) the insurance coverage will be primary, even if the Owner has other insurance which covers the same loss; and (iii) each Owner shall be considered as an insured under such policies of insurance obtained by the Association.
- 9.10 **Rating of Insurance.** Each hazard insurance policy obtained by the Association must be written by and insurance carrier that has an acceptable rating from either the A. M. Best Company, Demotech, Inc., or Standard & Poor's, Inc., or has reinsurance with a company

with an acceptable rating. An acceptable rating includes, but is not limited to a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports-International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Rating*, a "BBB" quality solvency rating or a "BBB" or better claims-paying ability rating in Standard & Poor's *International Confidential Rating Service*.

ARTICLE 10. TAXES

- 10.01 **Separate Tax Parcel.** Each Unit, together with its proportionate undivided interest in the Common Elements and Limited Common Elements, shall be deemed a separate parcel and subject to separate assessment and taxation.
- 10.02 **Assessment of Taxes.** All taxes and special assessments authorized by law shall be assessed against each Individual Condominium Unit. The Condominium Property as a whole, and the Common Elements and Limited Common Elements shall not be deemed to be an individual Unit for tax purposes. Each Unit shall be deemed to contain its percentage of undivided interest in the Common Elements and Limited Common Elements which undivided interest shall be included in the computation of taxes and special assessments against the Unit. The taxes and special assessments levied against a Condominium Unit shall constitute a basis for claiming a lien only upon the Individual Condominium Unit assessed. There shall be no forfeiture, seizure, or sale of a multi-unit building or the Common Elements or Limited Common Elements as a whole for delinquent taxes of assessments on Individual Units.
- 10.03 **Allocation of Tax Assessments.** In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are assessed on the Condominium Property as a whole, or on any portion thereof subject to undivided ownership interests then each Owner shall pay his proportionate share thereof in accordance with his respective Ownership Interest, and in such event, such taxes or Assessments shall be a Common Expense. The Association shall have the authority to collect from the Owners their proportionate share of taxes of Assessments for any year in which taxes are assessed on the Condominium Property as a whole.

ARTICLE 11. EXPROPRIATION

- 11.01 **Taking by Expropriation.** If all or any part of the Condominium Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association shall and hereby is designated and authorized to represent the Owners, as the agent and attorney-in-fact for each Owner, and shall be entitled to participate in negotiations, settlements and/or proceedings incident thereto. The appointment of the Association as agent and attorney-in-fact is an appointment coupled with an interest and shall be irrevocable. The expenses of participation in such proceedings by the Association shall be a Common Expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all first

Mortgage Holders known to the Association to have an interest in any Unit. The Association, as attorney-in-fact is specifically authorized to retain attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings and to pay for the services of anyone so retained. All damages or awards for any such taking shall be deposited with the Association as attorney-in-fact of each Owner, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Association, as attorney-in-fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, and to convey such property to the condemning authority in lieu of such condemnation proceeding.

- 11.02 **Distribution of Proceeds.** With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are settled or otherwise determined, any proceeds or awards therefrom shall be payable to the Association for the benefit of the Owners and their Mortgagees, the distribution of which proceeds shall be based on the relative value of each Unit and in accordance with the Owners' fractional Ownership Interests in the Common Elements and if the award is for the expropriation of Limited Common Elements, then the proceeds shall be distributed to the Owner or Owners to which that Limited Common Element appertains. In the event it is determined by the Association that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the map attached hereto shall be duly amended by an instrument executed by the Association as attorney-in-fact on behalf of the Owners.
- 11.03 **Partial Taking.** In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than seventy-five (75%) percent of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:
- A. The Association shall, in its sole discretion, determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of the Condominium and the reduced size of each Unit so damaged.
 - B. The Association shall, in its sole discretion, determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged Units which may be made untenable, as a Condominium in the manner provided in this Declaration.
 - C. In the event that the Association determines that it is not reasonably practicable to operate as a Condominium, the undamaged Units and the damaged Units which can be made tenantable, and upon recordation in the Conveyance Office of St. Tammany Parish of an amendment to this Declaration to that effect, then the Condominium Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, in the proportion interest previously owned by each Owner in the Common Elements.

D. In the event that the Association determines it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Unit so that it is made tenantable. If the costs of such work exceeds the amount of the award, the additional funds required shall be assessed against those Units which are tenantable (but nothing herein requires an assessment against all Units). With respect to those Units which may not be made tenantable, the award made shall be paid as set forth in this Article and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Condominium, and the proportionate Ownership appurtenant to each remaining Unit which shall continue as part of the undivided interest in the Common Elements among the reduced number of Owners.

11.04 **Taking in Excess of 75%.** If seventy-five (75%) percent or more of the Units are taken or damaged by such taking, all damages and awards shall be distributed to Owners, in proportion of their Ownership Interests in the Common Elements; and this Condominium shall terminate upon such payment, unless the Owners representing sixty-seven (67%) percent of the total allocated vote in the Association and fifty-one (51%) percent of the first Mortgagees of the total allocated Units vote to continue the Condominium. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners according to their previous Ownership Interests.

11.05 **Notice of Expropriation.** Upon the written request of any Owner, insurer, Mortgagee or guarantor thereof of a Unit, the Association by its Board of Directors, shall issue a timely written statement setting forth any condemnation or expropriation or threat thereof that affects either a material portion of the project or the Unit securing the mortgage or loan.

ARTICLE 12. PROTECTION OF MORTGAGEE

12.01 **Notice by Mortgagee.** An Owner who mortgages his Unit shall notify the Association and provide the Association with the name and address of his Mortgagee. A Mortgagee may notify the Association of the fact that it holds a mortgage on the Unit. Any Mortgagee, insurer, or guarantor of a Mortgage may file a request for notice by providing the Association with a written request for notice, its name and address and the Unit against which it has a mortgage, which it insures or which it guarantees. The Association shall have no independent duty to obtain such information or to obtain subsequent addresses in the event such party relocates its offices.

12.02 **Notice of Default.** The Association shall notify a first Mortgagee in writing, upon request of such Mortgagee, of any default by the Owner/Mortgagor in the performance of such Owner/Mortgagor's obligations which might result in a lien upon the Unit, which has not been cured within thirty (30) days.

- 12.03 **Right to Inspect Books.** The Association shall permit first Mortgagees the same right of examination of its books and records as is enjoyed by the Owners. The Association shall furnish each first Mortgagee providing notice under Article 12.01, with an annual financial statement of the Association, certified by an officer of the Association, within one hundred twenty (120) days following the end of the fiscal year of the Association. Further, a Mortgagee may, at its own expense, perform an audit of the Association's books and records during normal business hours and upon giving the Association twenty (20) days notice of its intent to audit. The Association shall cooperate with the Mortgagee during the course of its audit.
- 12.04 **Establishment of Reserves.** The Association shall establish an adequate reserve fund for replacement of Common Elements and Limited Common Element components and shall fund such reserves by regular monthly payments rather than by extraordinary Special Assessments. The fund also known as the Reserve Fund (the "Reserve Fund") may be used to meet unforeseen expenditures or to purchase any additional equipment or services. The Reserve Fund shall be in an initial amount that is at least equal to one (1) month of estimated Common Expenses for each Unit. Any amounts paid into the Reserve Fund shall not be considered as advance payments of regular Assessments. The Reserve Fund shall be deposited in a segregated fund maintained by the Association. The Reserve Fund shall not be used by the Declarant to defray any of its expenses, reserve contribution or construction costs to make up any budget deficits while it is in control of the Association.
- 12.05 **Notice of Meetings to Mortgagee.** The Association shall furnish each first Mortgagee upon request, prior written notice of all meetings of the Association advance notice of which is given and will permit a representative of each Mortgagee to attend such meetings. One such request shall be deemed to be a request for prior written notice of all subsequent meetings of the Association advance notice of which is given.
- 12.06 **Approval by Mortgagee of Termination.** The prior written approval of each first Mortgagee shall be required in the case of abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, in which case Article 9 shall govern or in the case of a taking by condemnation or eminent domain in which case Article 11 shall govern.
- 12.07 **Notice to Mortgagee of Damage.** The Association shall furnish the first Mortgagees written notice of any substantial damage or destruction of any Unit exceeding \$5,000.00 and any part of the Common Elements and Limited Common Elements exceeding \$10,000.00.
- 12.08 **Term of Management Agreement.** Any management agreement entered into by the Association shall be terminable by the Association with or without cause upon the giving of not much more than ninety (90) days written notice to the management company. The term of such management agreement shall not exceed an original term of one year, but may be automatically renewable for successive terms of one year. In the event of the termination of the management agreement, as provided herein, the Association shall not be liable or responsible for payment of any penalty or damages arising out of the termination and may

enter into a new management agreement with a new managing agent prior to the effective date of the termination of the prior management agreement.

- 12.09 **Priority of Tax Liens.** Subject to provisions more fully outlined in Articles 8 and 10, all taxes, Assessments, Special Assessments, and the charges which may become liens prior to a first mortgage shall relate only to the individual Units and not to the Condominium Property as a whole.
- 12.10 **Vote of Mortgagee.** Unless all of the first Mortgagees (based upon one (1) vote for each first mortgage owned) and Owners of the individual Units have given their prior written approval, the Association shall not be entitled to:
- A. By act or omission, seek to abandon, partition, subdivide, mortgage, sell or transfer, the Common Elements, except as otherwise provided in this Declaration; or
 - B. Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements), except in accordance with Article 9.
- 12.11 **No Priority over Mortgagee.** No provision contained in this Declaration shall be construed as giving an Owner, or any other party, priority over any rights of first mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of a Unit and/or Common Elements.
- 12.12 **Rights of Declarant's Mortgagee.** In addition to the rights granted to Mortgagees in general, Declarant's Mortgagee shall receive written notice of all meetings of the Owners Association and shall be permitted to designate a representative to attend all such meetings and shall also be entitled to examine the books and records of the Association during normal business hours and to require the submission of annual financial reports and other budgetary information within ninety (90) days following the end of any fiscal year.

ARTICLE 13. OBLIGATIONS AND DUTIES OF OWNERS

In addition to obligations and duties set forth elsewhere herein, or contained in the Act, this Declaration, the By-Laws, or the Rules and Regulations, every Owner shall:

- 13.01 **Compliance with Declarations.** Abide by the Declaration, By-Laws, and Rules and Regulations.
- 13.02 **Pay Assessments.** Promptly pay Assessments and Special Assessments levied by the Association. Assessments and Special Assessments and/or installments thereof, which are paid on or before fifteen (15) calendar days after the date upon which they become due and payable shall not bear interest, but thereafter such sums remaining unpaid shall bear interest at the rate of one (1%) percent per month, twelve (12%) percent per annum from the date due until paid, in addition to a late charge of \$50.00.
- 13.03 **Maintenance of Unit(s).** Each Owner shall maintain, repair and replace at his own cost and expense all portions of his Unit requiring maintenance, repair and replacement so as

to maintain the Unit as near as possible to its condition when new and first ready for occupancy. Each Owner shall also maintain, repair and replace, at his own cost and expense the air conditioning and heating units serving his Unit, including those portions of the heating and air conditioning system located on the exterior of Units, the roofs, or on Limited Common Elements.

- 13.04 **Negligence of Owner.** An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness, or by that of any occupant of his Unit, or of his employees, agents, lessees and invitees, but only to the extent that such expense is not met by the proceeds of insurance carried and collected by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit.
- 13.05 **Clearing of Debris.** In no event shall an Owner permit damaged property to stand within the Unit and shall expeditiously clear the Unit of all damage, trash and debris. In the event that the Owner fails to do so, the Association may, after ten calendar days after delivery of written demand to the Owner, cause a Condominium Unit to be cleared and shall have the power to assess and collect from the Owner a Special Assessment to cover the cost and expense of so doing. Collection of this Special Assessment shall entitle the Association to attorney's fees and to a lien and privilege as provided in Article 8.
- 13.06 **Declarant's Obligation for Unsold Units.** The Declarant enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

ARTICLE 14. USE AND OCCUPANCY RESTRICTIONS

The use of the Condominium Property shall be subject to the following general limitations:

- 14.01 **General Restrictions.** Each Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not display, hang, store or use any articles outside the Unit, other than signage as set forth in Article 14.03 which may be visible from the outside of his Unit (other than draperies, curtains, shades, etc. of a customary nature and appearance) or paint or decorate or adorn the outside of his Unit (including, but not limited to the Unit's door,) or install outside his Unit any canopy or awning, without the prior written consent of the Board of Directors.
- 14.02 **Increase in Insurance.** Nothing shall be done or kept in any Unit, or in any part of the Common Elements or Limited Common Elements, which will increase the rate of insurance on any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit, or in any part of the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any Unit, Common Element or Limited Common Element, or which would be in violation of any law. No waste will be permitted on any part of the Common Elements or Limited Common Elements, except a waste refuse container, if any, which must be placed in the rear of any Unit.

- 14.03 **Signs and Miscellaneous Objects.** Any signage for the Unit Owner's business which is to be displayed in public view on any Unit must be approved by the Board of Directors, except such signs as may be:
- A. Used in connection with the sale of Unit(s);
 - B. Used to establish the Unit Owner's business as painted or displayed in or on any glass windows and/or doors.
- No rugs, carpets, mats, etc. can be placed in front of any Unit.
- 14.04 **Nuisance.** No nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity or activity constituting a nuisance or which, in the judgment of the Board of Directors, may cause unreasonable noise or disturbance to others shall be conducted or maintained in the Condominium Property. All laws, orders, rules, regulations or requirement of any public authority having jurisdiction over the Condominium Property shall be observed and complied with.
- 14.05 **Electrical and Sound Equipment.** No Owner shall install outside his Unit any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Unit shall fully comply with the rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment installed in or outside such Unit. Satellite reception devices are prohibited except as the Association may approve by a vote of the majority of the Owners.
- 14.06 **Wiring.** No Owner shall overload the electrical wiring or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Common Elements or Limited Common Elements, without the prior written consent of the Board of Directors.
- 14.07 **Garbage and Trash.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the Rules and Regulations. Medical Waste must be disposed of in the manner prescribed by law.
- 14.08 **Prohibited Vehicles.** Except as permitted by the Rules and Regulations of the Association, which may completely prohibit the same, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on the Condominium Property except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Condominium Property, and no inoperative vehicles may be kept on the Condominium Property, Motorcycles, motorbikes, motor scooters, and similar vehicles shall not be operated on the Condominium Property except directly between a parking space and public roads. Parking spaces shall be used for

parking purposes only, either by the Unit Owner, his agents, employees, customers, invitees, or for the sole purpose of making deliveries to the Unit Owner's business. The decision of the Board of Directors shall be final with respect to the prohibition of a vehicle or activity under this Article.

- 14.09 **Heating and Air Conditioning Equipment.** Heating, ventilating and air conditioning equipment and solar energy systems shall be located solely in areas designated by the Board of Directors.
- 14.10 **Building Materials.** No building materials or equipment of any kind may be placed or stored on the Condominium Property by an Owner, except as required on a temporary basis to perform repairs, replacements or renovations to his Unit.
- 14.11 **Security.** Owners shall, at all times, comply with the Rules and Regulations as the Association may promulgate for the security of the Condominium Property and its Owners and occupants. A Unit Owner may install a burglar alarm system in his Unit at his sole cost and expense.
- 14.12 **Common Elements.** No Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Owner place or cause or permit anything to be placed in any of the Common Elements or Limited Common Elements without the written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except with the prior written consent of the Board of Directors.
- 14.13 **Timesharing Arrangements.** No Unit shall be subject to or used for any timesharing, cooperative, licensing, housing or other arrangements that would entail weekly, monthly or any type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.
- 14.14 **Leases of Units.** Any Owner of any Condominium Unit who shall lease such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors of the Association. No Owner may lease less than his entire Unit. All leases shall be in writing. Any such lease shall contain a provision that the rights of the tenant to use and occupy the Condominium Unit shall be subject and subordinate in all respects to the provisions of the Declaration and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules," as the Board of Directors of the Association may from time to time promulgate and shall provide, further, and that any failure by the tenant to comply with the terms of such documents shall be default under the lease.
- 14.15 **Parking Spaces.** There shall be no assigned parking spaces. The Condominium Property consists of 898 parking spaces, 877 regular parking spaces and 21 handicapped parking spaces, as shown on the Plat.

- 14.16 **Decision of Board of Directors is Final.** The decision of the Board of Directors, in the event of any dispute or controversy involving the interpretation of these restrictions or the applicable use of any Unit, shall be final and not subject to appeal or judicial review.

ARTICLE 15. MAINTENANCE OF UNIT

- 15.01 **Architectural Control.** The Board of Directors will insure that the Condominium Property shall always be maintained in a manner: (i) providing for visual harmony and abundance of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Condominium Property; (iii) furthering the comfort of the Owners, their guests and tenants; and (iv) promoting the general welfare of the Condominium Property.
- 15.02 **Owner Subject to Rights and Duties.** Each Owner shall be subject to all the rights and duties assigned to Owners under this Declaration. The Association shall have the authority to seek legal enforcement of all provisions of the Declaration, including, but not limited to, the right to seek enforcement by specific performance. All Owners acquiring a Unit hereby consent to the remedy of specific performance if such remedy is asserted by the Association.
- 15.03 **Unrestricted Access.** Each Owner shall have an unrestricted right of ingress and egress to his Unit. The right shall be perpetual so that it passes with the Unit as transfers of ownership of the Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of and Ownership Interest in the Common Elements or Limited Common Elements will be void unless the Unit to which that interest is allocated is also transferred.
- 15.04 **Right of Entry.** Each Owner will permit access by the Association to maintain or to perform emergency repairs to the Condominium Property.
- 15.05 **Right of Owners to Enforce.** Each Owner has the right, individually or in conjunction with other Owners, to file legal action, against the Association to force the Association to enforce the Declaration. In addition, each Owner has a right of action against other Owners who fail to comply with the Declaration or the decisions of the Association.

ARTICLE 16. MISCELLANEOUS

- 16.01 **Amendments and Modifications.** Except as otherwise provided, this Declaration may be amended by the favorable vote of Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association. "Material Modifications" may only be adopted by the favorable vote of Owners who represent sixty-seven (67%) percent of the total allocated votes in the Association, plus fifty-one (51%) percent of the votes of Units that are subject to mortgages. A change to any of the provisions governing the following would be considered a Material Modification:
- A. Voting rights;
 - B. Increases in Assessments that raise the previously assessed amount by more than twenty-five (25%) percent, change to Assessment liens, or the priority of Assessment liens;

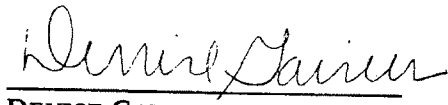
- C. Reductions in reserves, for maintenance, repair, and replacement of Common Elements and Limited Common Elements;
 - D. Responsibility for maintenance and repairs;
 - E. Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
 - F. Redefinition of any Unit boundaries;
 - G. Convertibility of Units into Common Elements or vice versa;
 - H. Expansion or contraction of the Slidell Centre Commercial Condominium project, or the addition, annexation, or withdrawal of the property to or from the project;
 - I. Hazard or fidelity insurance requirements;
 - J. Amendment to the restrictions on the leasing of units contained in Article 14.17;
 - K. Imposition of any additional restrictions on an Owner's right to sell or transfer his Unit;
 - L. A decision by the Association to establish self-management;
 - M. Restoration or repair of the Slidell Centre Commercial Condominium (after damage or partial condemnation) in a manner other than that specified in Articles 9 and 11 of this Declaration; or
 - N. Amendment to any provision that expressly benefit Mortgage Holders, insurers, or guarantors.
- 16.02 **Conflicts.** This Declaration is set forth to comply with the requirements of the Act. In case any provision of this Declaration directly conflicts with the provisions of the Act, the provisions of the Act shall control, except where such provision constitutes a permissible deviation from the terms of the Act.
- 16.03 **Severability.** The invalidity or unenforceability of any part of this Declaration shall not impair or affect in any manner the validity or enforceability, or effect of the balance, of this Declaration.
- 16.04 **Gender.** As used herein, the masculine gender shall include the feminine, and the singular shall include the plural, and vice versa whenever the context so requires.
- 16.05 **Headings.** The headings and sub-headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.
- 16.06 **Waiver.** No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reasons of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 16.07 **Termination.** This Declaration may be voluntarily terminated upon the affirmative vote of Owners representing at least eighty (80%) percent of the total allocated votes in the Association, and the affirmative vote of at least sixty-seven (67%) percent of the first Mortgage Holders. A termination in the event of a casualty or condemnation shall be governed by Articles 9 and 11, respectively. Upon a voluntary termination of the Declaration, the Condominium Property (including, but not limited to, all Common Elements and Limited Common Elements) shall be owned in indivision by the Owners. The

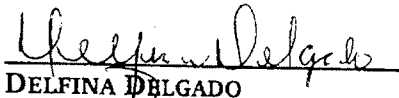
percentage of undivided ownership as an Owner in such property shall be based on the percentage of ownership in the Common Elements. Privileges and mortgages upon individual Units shall, following their withdrawal, be upon the respective undivided shares of the withdrawing Owners in the Condominium Property withdrawn.

- 16.08 **Enforcement.** The Association shall have the authority to enforce the Declaration whether by specific performance, injunction and/or the assessment of damages. The Association shall be entitled to recover damages, attorney's fees and court costs in any action in which it seeks to enforce this Declaration.
- 16.09 **Control by Declarant.** Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, in the By-Laws, or in any other instrument evidencing or establishing the Condominium, Declarant hereby retains and shall have the right to appoint and remove any member or members of the Board of Directors of the Association and any officer of the Association for as long as the Declarant owns a Unit, until but not beyond the earlier of six (6) months after seventy-five (75%) percent of the Units in the Condominium have been conveyed to third party purchasers or three (3) years after the date of the conveyance of the first Unit to a third party purchaser. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Article, or such earlier time as agreed to in writing by the Declarant, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Units, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association during such period and which Declarant has in his possession.
- 16.10 **Amendments by Declarant.** During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of Court in St. Tammany Parish, Louisiana, without the approval of any Owner or Mortgagee, provided, however, that, any Material Modification shall be subject to the requirements contained in Article 16.01 herein. Any amendment made pursuant to this Article shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Article, and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Condominium if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith.

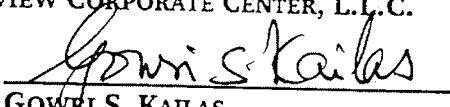
THUS DONE, READ AND SIGNED at Metairie, Louisiana, on this 28th day of March, 2002, in the presence of the undersigned witnesses and me, Notary, in triplicate originals, after due reading of the whole.

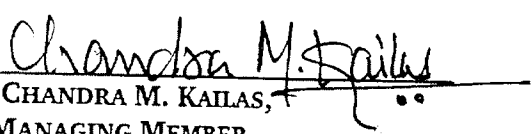
WITNESSES: (As to all signatures)

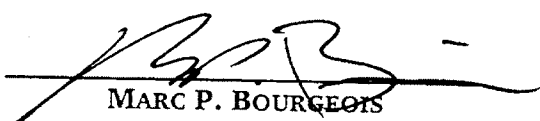

DENISE GAINES


DELFINA DELGADO

CLEARVIEW CORPORATE CENTER, L.L.C.

BY: 
GOWRI S. KAILAS,
MANAGING MEMBER

BY: 
CHANDRA M. KAILAS,
MANAGING MEMBER


MARC P. BOURGEOIS
NOTARY PUBLIC

**Exhibits to Condominium Declaration Establishing
Slidell Centre Commercial Condominium**

- | | |
|--|------------------------|
| A. Property Description | Attached Hereto |
| B. Written Consent of Members | Attached Hereto |
| C. Articles of Incorporation | See Tab 3 |
| D. By-Laws | See Tab 4 |
| E. Ownership Interests | See Tab 5 |
| F. Plat, Elevations & Floor Plans | See Tab 6 |
| G. Year 1 Estimated Operating Budget | See Tab 7 |
| H. Rules and Regulations | See Tab 8 |
| I. Property Inspection Site Report | See Tab 9 |

THUS DONE AND SIGNED, on this 28th day of March, 2002, in the presence of Denise Gaines and Delfina Delgado, competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: (As to all signatures)

Denise Gaines
DENISE GAINES

Delfina Delgado
DELFINA DELGADO

CLEARVIEW CORPORATE CENTER, L.L.C.

BY: Gowri S. Kailas
GOWRI S. KAILAS,
MANAGING MEMBER

BY: Chandra M. Kailas
CHANDRA M. KAILAS,
MANAGING MEMBER

Marc P. Bourgeois
MARC P. BOURGEOIS
NOTARY PUBLIC

**EXHIBIT "E" TO CONDOMINIUM DECLARATION ESTABLISHING
SLIDELL CENTRE COMMERCIAL CONDOMINIUM**

Ownership Interests

The title and interest of each owner in and to the Common Elements, his proportionate share in the Surplus and his proportionate share of responsibility for payment of the Common Expenses is based upon each Owner's "Ownership Interest" as adjusted below.

"Ownership Interest" is defined in the Declaration and is expressed herein as a percentage, as set forth in the tables below. The Assessment shall be calculated as follows: each month, the Owner(s) of each of the respective Units shall pay one-twelfth (1/12) of their respective proportionate share of the total Estimated Operating Budget based on the square footage of their respective Unit(s). The initial Estimated Operating Budget, which will form the basis for Assessments in the first year of the Condominium's existence, is set forth on the attached Exhibit "G". Operating Budgets for subsequent years shall be determined as set forth in this Declaration, the Articles of Incorporation and in the By-Laws. Owners' proportionate share of the Estimated Operating Budget is equal to their Ownership Interest in their respective Units. The Ownership Interests for each of the fifty-eight (58) Units created through this Declaration are provided in the following tables:

BUILDING # 1			
UNIT NO.	SQUARE FOOTAGE	OWNERSHIP INTEREST	ALLOCATED NUMBER OF VOTES
157	9,751.23	3.883%	39
163	2,585.66	1.030%	10
165	3,680.28	1.466%	15
171	5,068.11	2.018%	20
173	2,536.47	1.010%	10
175	2,551.78	1.016%	10
177	2,229.77	0.888%	9
179	2,552.45	1.016%	10
181	1,969.37	0.784%	8
183	3,018.93	1.202%	12
185	4,159.54	1.656%	17
187	3,555.51	1.416%	14
189	3,045.25	1.213%	12
191	2,541.02	1.012%	10
193	2,532.48	1.009%	10
195	2,523.44	1.005%	10
197	2,728.54	1.087%	11
199	2,538.36	1.011%	10
235	11,351.72	4.521%	45
Total Building #1	70,919.91	28.24%	282

BUILDING # 2			
UNIT NO.	SQUARE FOOTAGE	OWNERSHIP INTEREST	ALLOCATED NUMBER OF VOTES
401	3,239.34	1.290%	13
402	4,582.52	1.825%	18
403	2,212.75	0.881%	9
405	2,362.90	0.941%	9
407	2,953.48	1.176%	12
409	2,480.69	0.988%	10
411	1,978.75	0.788%	8
413	2,496.86	0.994%	10
415	4,366.89	1.739%	17
417	2,214.02	0.882%	9
419	3,981.84	1.586%	16
421	4,471.07	1.781%	18
423	5,533.72	2.204%	22
425	3,504.63	1.396%	14
427	4,544.91	1.830%	18
429	2,636.01	1.050%	11
431	5,538.32	2.206%	22
Total Building #2	59,098.70	23.56%	236

BUILDING # 3			
UNIT NO.	SQUARE FOOTAGE	OWNERSHIP INTEREST	ALLOCATED NUMBER OF VOTES
241A	9,654.77	3.845%	39
241B	15,209.17	6.056%	61
241C	10,422.69	4.151%	42
243	5,170.15	2.059%	21
245	3,549.16	1.413%	14
247	3,547.24	1.413%	14
249	6,078.11	2.424%	24
251	4,062.83	1.618%	16
253	3,755.11	1.495%	15
255	2,533.91	1.009%	10
257	5,579.77	2.222%	22
259	4,570.63	1.820%	18
261	5,579.76	2.222%	22
263	3,870.49	1.541%	15
265	2,531.36	1.008%	10
267	4,218.04	1.680%	17
269	4,218.75	1.680%	17
271	4,218.75	1.680%	17
273	12,129.40	4.830%	48
275	3,385.64	1.348%	14
277	3,375.69	1.344%	13
279	3,365.73	1.340%	13
Total Building #3	121,027.15	48.20%	482
Total for All 3 Buildings	251,045.76 Square Feet	100.00% Ownership Interests	1000 Votes

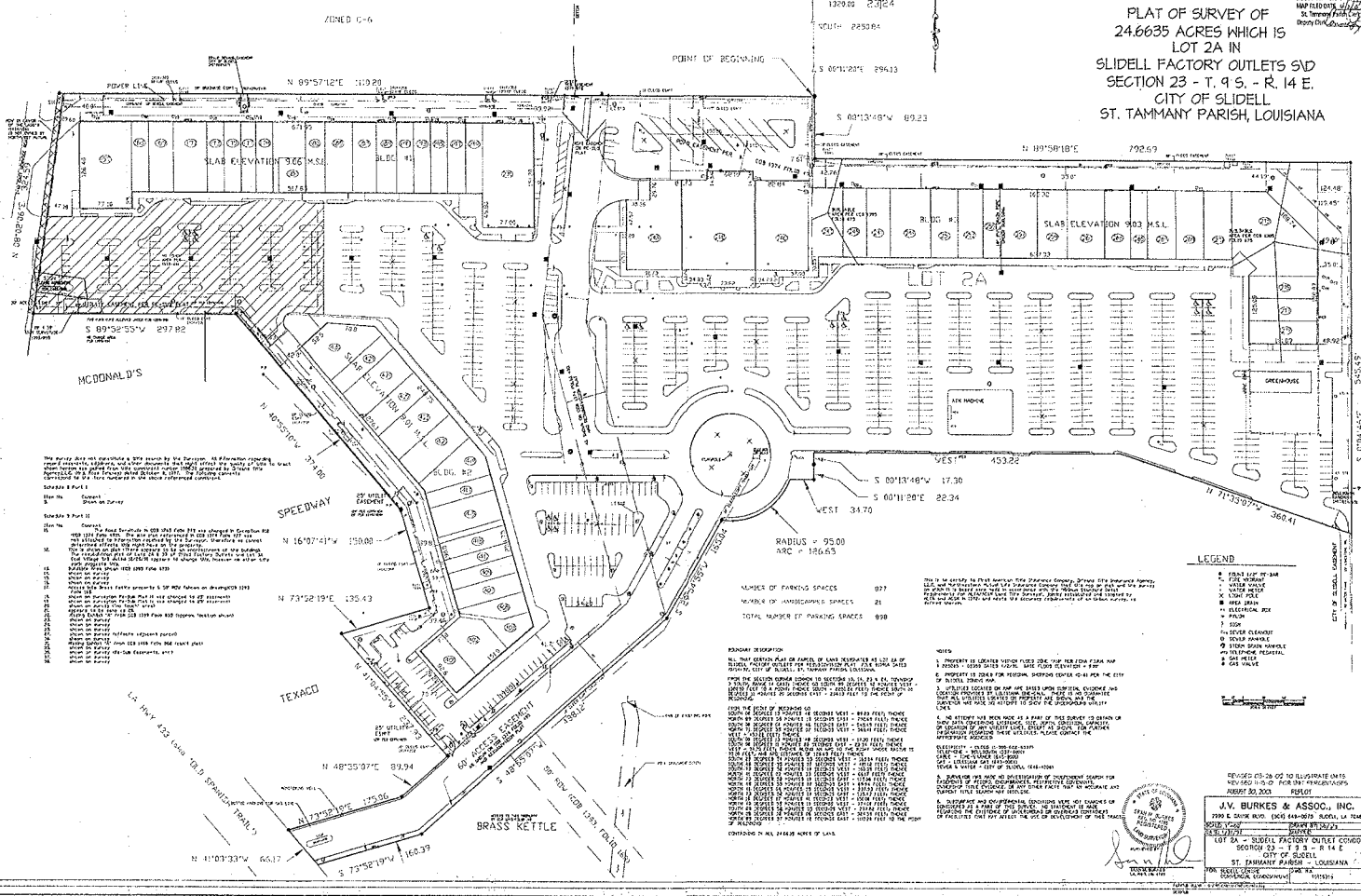
Multiple Owners of a Unit shall collectively be entitled to the number of votes scheduled in the above table to be cast as provided in the By-Laws. The percentage (based upon a total of 100%) Ownership Interest allocated to each Unit, and its corresponding proportionate share in and responsibility for the Common Elements is declared to be as scheduled on the above tables. The Owners' proportionate share in and responsibility for the Common Elements is declared to be as reflected above for the payment of Assessments.

**EXHIBIT "F" TO CONDOMINIUM DECLARATION ESTABLISHING
SLIDELL CENTRE COMMERCIAL CONDOMINIUM**

SURVEY PLAT/FLOOR PLAN

SEE MAP FILE # 2286
INSTRUMENT # 1295552
ORIGINALLY FILED DATE 4/2/02
MAP FILED DATE 4/2/02
St. Tammany Parish Clerk of Court
Deputy Clerk Carrie Stephens

PLAT OF SURVEY OF 24.6635 ACRES WHICH IS LOT 2A IN SLIDELL FACTORY OUTLETS SVD SECTION 23 - T. 9 S. - R. 14 E. CITY OF SLIDELL ST. TAMMANY PARISH, LOUISIANA



This Survey Area will contain a 200 spaces by the Township... (Legal description and survey details)

NUMBER OF PARKING SPACES 977
NUMBER OF UNDEVELOPED SPACES 21
TOTAL NUMBER OF PARKING SPACES 956

LEGEND
1. 10' BUFFER ZONE
2. 10' BUFFER ZONE
3. 10' BUFFER ZONE
4. 10' BUFFER ZONE
5. 10' BUFFER ZONE
6. 10' BUFFER ZONE
7. 10' BUFFER ZONE
8. 10' BUFFER ZONE
9. 10' BUFFER ZONE
10. 10' BUFFER ZONE

BOUNDARY DESCRIPTION
ALL THAT CERTAIN PLAT OF SURVEY... (Detailed boundary description text)

NOTES
1. PROPERTY IS LOCATED UNDER... (Notes regarding property location and survey details)



J.V. BURKES & ASSOC., INC.
1000 N. STATE ST., SUITE 100, SLIDELL, LA 70461
REVISION 03-26-02 TO ILLUSTRATE CHANGES TO THE SURVEY...
LOT 2A - SLIDELL FACTORY OUTLET CENTER
SECTION 23 - T. 9 S. - R. 14 E.
CITY OF SLIDELL
ST. TAMMANY PARISH - LOUISIANA

SEE MAP FILE # 2287
INSTRUMENT # 1295552
ORIGINALLY FILED DATE 4/2/02
MAP FILED DATE 4/2/02
St. Tammany Parish Clerk of Court
Deputy Clerk Cornie L. Hester

