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989740

CONV.

CONDOMINIUM DECLARATION

STATE OF LOUISIANA

PARISH OF CADDO

APR 6 11 11 AM '83  
FILED & RECORDED  
NOTARY PUBLIC  
CADDOPARISH, LOUISIANA

BE IT KNOWN, that on this the 28th day

March, 1983, before me the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid State and Parish and in the presence of the undersigned competent witnesses personally came and appeared:

989740

- FAIRFIELD OAKS PARTNERSHIP, a Louisiana ordinary partnership, organized pursuant to a partnership agreement effective July 10, 1983 and recorded in the office of the Secretary of State for the State of Louisiana on September 22, 1983 and in the Records of Caddo Parish, Louisiana under Registry Number 964,886, on September 27, 1983, represented herein by its duly authorized General Manager, Scott P. Sealy, hereinafter called DECLARANT

WHEREAS, DECLARANT is the owner of that certain tract of land together with all improvements thereon currently known as the Fairfield Oaks Apartments located at 3820 Fairfield Avenue, Shreveport, Caddo Parish, Louisiana, the legal description of which is set forth in Paragraph 3 below.

WHEREAS, DECLARANT desires to submit its property to a condominium property regime subject to the terms and conditions of this declaration.

NOW, THEREFORE, in consideration of the premises, DECLARANT hereby declares and agrees as follows:

1. STATEMENT OF DECLARATION

DECLARANT submits the property described in Paragraph 4 below to a condominium regime.

2. DEFINITIONS

As used herein or elsewhere in this Condominium Declaration and all Exhibits hereto, unless otherwise provided,

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1. STATEMENT OF DECLARATION

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2. DEFINITIONS

As used herein or elsewhere in this Condominium Declaration and all Exhibits hereto, unless otherwise provided,

or unless the context requires otherwise, the following terms shall be defined as provided herein.

A. Association. Fairfield Oaks Home Owners Association, Inc., a Louisiana non-profit corporation or any successor entity, which corporation or successor entity shall be the governing body composed of all of the Unit Owners and the entity responsible for the administration and operation of the Property.

B. Common Elements. In general, all that part of the Property (movable or immovable) which is not within or a part of Units as the Units are shown on the attached plat of survey and building plan (Exhibit A), as further described in Article 10 hereof. Each Unit's undivided percentage ownership interest in the common elements of the condominium is set forth in Article 7 of this Condominium Declaration.

C. Common Expenses. The expenses for which the Unit Owners will be assessed by the Association, which expenses shall include, but are not limited to, the actual or estimated costs of:

- (i) Ad valorem taxes and other taxes of all kinds which are levied against the Property and which are not levied against the individual Unit or Unit Owner;
- (ii) Management, operation, maintenance, repair, and replacement of the Common Elements and those parts of any Unit as to which it is the responsibility of the Association to maintain, repair and replace;
- (iii) Utility expenses incurred in the operation of the Common Elements not otherwise paid by an individual Unit Owner(s);
- (iv) Management and administration of the Association, including, without limiting the same, any compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
- (v) Liability and casualty insurance carried with respect to the Property; and

- (vi) Any other items held by or in accordance with this Condominium Declaration or any recorded amendment hereto to be a Common Expense.

D. Common Surplus. The excess of all receipts of the Association, including but not limited to, assessments, rent, profits from revenues on account of the Common Elements, over the amount of Common Expenses. Each Unit percentage interest in the Association Common Surplus shall be the same as such Unit percentage obligation for the payment of Common Expenses assessed by the Association, as set forth in Article 8 hereof.

E. Condominium Parcel. An individual Unit plus its appurtenant percentage undivided ownership interest in the Common Elements of the Condominium.

F. Eligible Holder shall mean and include the following:

- (a) Any Mortgagee;
- (b) FNMA or FHLMC to the extent either shall hold any Mortgage; and
- (c) FHA or VA to the extent either shall insure or guarantee any Mortgage.

G. FHA shall mean the Federal Housing Administration.

H. FHLMC shall mean the Federal Home Loan Mortgage Corporation.

I. FNMA shall mean the Federal National Mortgage Association.

J. Limited Common Elements. In general, those Common Elements which are designated for the exclusive use of less than all of the Units in the condominium regime, as further described in Article 16 hereof.

K. Mortgage shall mean a first mortgage on one or more condominiums.

L. Mortgagee shall mean the holder of a mortgage who has given to the Association written notice that it is the holder of a mortgage affecting all or any part of the Project as hereinafter defined.

M. Other Definitions. Unless it is plainly evident from context that a different meaning is intended, all other terms used herein shall have the same meaning they are defined to have in Title 9, Sections 1121.101 et seq. of the Louisiana Revised Statutes.

N. Project shall mean the Property and any structures and improvements now or hereinafter erected thereon, together with all additions which may hereafter be made thereto.

O. Property. The land on which the condominium improvements are constructed and all improvements thereon and all servitudes and rights appurtenant thereto for use in connection with the condominium.

P. Unit. Any one of those parts of the condominium improvements, including one or more rooms, identified in Article 5 hereof and separately described on the attached survey and building plans (Exhibit A) as a "Unit"; provided, however, no structural components, pipes, drains, wires, conduits, common ducts, flues, or shafts contained within a Unit and forming part of any system serving one or more Units or the Common Elements shall be deemed as part of said Unit.

Q. Unit Owner. Person or persons who own a Unit in the condominium.

R. VA shall mean the Veterans' Administration.

3. NAME

The condominium shall be identified by the name "Fairfield Oaks, A Condominium."

4. LEGAL DESCRIPTION

The immovable property and the improvements thereon which are hereby submitted to this condominium regime are described as follows:

A tract of land situated in the City of Shreveport, Caddo Parish, Louisiana, at the Southwest corner of Dudley Drive and Fairfield Avenue (being in the SW 1/4 of the SE 1/4 of Section 12, Township 17 North, Range 14 West, and a small portion of Section 13 of said Township 17 North, Range 14 West, Caddo Parish, Louisiana) being more particularly described as follows:

Beginning at a point where the West right-of-way line of Fairfield Avenue and the South line of said Section 12, Township 17 North, Range 14 West intersect; thence go South 89°57'20" West a distance of 359.21 feet along the South line of Section 12; thence go South 0°46' West a distance of 8.34 feet; thence go South 89°56'50" West a distance of 150.05 feet; thence go North 89°28' West a distance of 150.07 feet; thence go North 0°40'20" East a distance of 6.81 feet to the South line of Section 12; thence go South 89°58'20" West a distance of 42.37 feet along the South line of Section 12; thence go North 0°18'20" West a distance of 9.38 feet; thence go North 0°53'50" East a distance of 273.28 feet; thence go South 89°54'40" East 400.19 feet; thence go North 0°33'10" East a distance of 150 feet to the South right-of-way line of Dudley Drive; thence go South 89°54'40" East 300 feet to the intersection of the West right-of-way line of Fairfield Avenue and the South line of Dudley Drive; thence go South 0°33'10" West along the West right-of-way of Fairfield Avenue 431 feet to the point of beginning.

5. UNIT IDENTIFICATION

The identification of each unit in the condominium is as follows:

Building 1 contains units consecutively numbered 1 through 30, inclusive  
 Building 2 contains units consecutively numbered 31 through 36, inclusive  
 Building 3 contains units consecutively numbered 37 through 44, inclusive  
 Building 4 contains units consecutively numbered 45 and 46, inclusive  
 Building 5 contains units consecutively numbered 47 and 48, inclusive  
 Building 6 contains units consecutively numbered 49 through 56, inclusive  
 Building 7 contains units consecutively numbered 57 through 64, inclusive  
 Building 8 contains units consecutively numbered 65 through 68, inclusive  
 Building 9 contains units consecutively numbered 69 through 74, inclusive  
 Building 10 contains units consecutively numbered 75 through 78, inclusive  
 Building 11 contains units consecutively numbered 79 through 84, inclusive  
 Building 12 contains units consecutively numbered 85 through 88, inclusive  
 Building 13 contains units consecutively numbered 89 through 94, inclusive  
 Building 14 contains units consecutively numbered 95 through 100, inclusive  
 Building 15 contains units consecutively numbered 101 through 104, inclusive  
 Building 16 contains units consecutively numbered 105 and 106, inclusive  
 Building 17 contains units consecutively numbered 107 through 112, inclusive  
 Building 18 contains units consecutively numbered 113 through 122, inclusive

The units which are designated above are shown on the site plan which is Sheet 3 of 14 of Exhibit A attached hereto and made a part hereof.

6. DESCRIPTION OF BOUNDARIES

The general description and number of each Condominium Unit in the Condominium, including its perimeters, approximate dimensions, floor area, identifying number, location and such other data as may be sufficient to identify if with reasonable accuracy and certainty, is set forth on the survey plat and building plans attached hereto as Exhibit A.

Each Unit in the condominium is situated as shown on the condominium floor plans and shall consist of the area bounded by the unexposed surfaces of the perimeter drywall material, to include the perimeter drywall, floors, ceilings, windows and doors thereof and the exterior surfaces of balconies and patios. A unit includes both the portions of the building so described and the air space so encompassed.

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 a part of the Unit and not a part of the Common Elements.

In interpreting deeds and the building plans, the existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the survey plat and building plans, regardless of settling or lateral movement of any building or Unit and regardless of minor variance between boundaries shown on the survey plat and building plans.

7. UNDIVIDED SHARES IN COMMON ELEMENTS

The percentage of the undivided share of the Common Elements which is a component part of each Unit is set forth below:

<u>UNIT TYPE</u>	<u>PERCENTAGE OF UNDIVIDED SHARE OF COMMON ELEMENTS</u>
Type A	.5918
Type B	.5918
Type C	.6654
Type D	.9165
Type E	.9892
Type F	1.0230
Type G	1.0255
Type H	1.2378
Type J	1.3511
Type K	1.6208
Type L	.7728

8. COMMON EXPENSES AND COMMON SURPLUS

Common Expenses and Common Surplus shall be shared  
in the percentages set forth below:

<u>UNIT TYPE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF COMMON EXPENSES AND COMMON SURPLUS*</u>
A	57, 58, 59, 60, 61, 62, 63, 64, 85, 86, 87, 88	0.6800%
B	69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 91, 92, 93, 94	0.6800%
C	1, 2, 3, 4, 6, 7, 8, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 24, 26, 27, 28, 115, 116	0.7011%
D	31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 107, 108, 109, 110, 111, 112	0.8816%
E	10, 20, 30, 117, 118, 119, 120, 121, 122	0.8976%
F	97, 98, 99, 100, 101, 102, 103, 104	1.0200%
G	105, 106	1.0200%
H	47, 48	1.0554%
J	5, 15, 25, 113, 114	1.0742%
K	9, 19, 29	1.1196%
L	49, 50, 51, 52, 53, 54, 55, 56, 65, 66, 67, 68, 89, 90, 95, 96	0.8500%

\*The percentage attributable to each Unit was calculated by a formula which takes into account both the number of bedrooms in a particular type of Unit and the number of square foot area in a Unit. The more bedrooms a Unit has, the greater its share of expenses. And, generally, the more square foot area in a Unit, the greater its share of expenses.



9. VOTING RIGHTS IN ASSOCIATION

The Association has been created and is owned by the Unit Owners. Through said corporation the Unit Owners will acquire, construct, manage, maintain and care for the property of the Association and, to the extent applicable, the property of the Unit Owners. Each Unit shall have one vote in the Association.

10. COMMON ELEMENTS

A. Common Elements of the Property, including all parts of any building other than a Unit, include, without limitation, the following:

- (a) The land and all foundations, columns, support walls, floors and other structural support;
- (b) All exterior walls of the buildings, all walls and partitions separating Units from other Units and from stairs and other mechanical equipment space, all concrete flooring and all component roofing materials;
- (c) All entrances to and exits from the buildings which are not specifically made a part of any Unit;
- (d) All central and pertinent 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);
- (e) All equipment used in Common Elements; and
- (f) All other parts of the buildings and all apparatus and installations existing in the buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the buildings which are not specifically made a part of a Unit by the terms of this Declaration.

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

- (1) Covenant Against Partition. In order to effectuate the intent hereof and preserve the condominium in the condo-

minium method of ownership, the Common Elements shall remain undivided, and no person, irrespective of the nature of his interest in the Common Elements, shall bring any action or proceedings for partition or division of the Common Elements or any part thereof, until the termination of the Condominium Regime established by this Condominium Declaration in accordance with provisions contained herein, or until the Property no longer is habitable, whichever first occurs.

(2) Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants.

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

(4) Expense of Maintenance. Expenses incurred or to be incurred for the maintenance, repairs, management and operation of the Common Elements shall be collected from Unit Owners as Common Expenses.

(5) Use of Common Elements. Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such a manner that will not restrict, interfere with or impede the use thereof by other Unit Owners.

(6) Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements which do not prejudice the rights and property of any Unit Owner, unless his written consent has been obtained; provided, the making of such alterations and improvements first are approved by the affirmative vote of seventy-five percent (75%) of the Unit Owners, in number, with each Unit having one (1) vote, all as more fully set forth in the Articles of Incorporation of the Association, and the Association's By-laws. The cost of such alterations and improvements shall be assessed as Common Expenses, unless in the opinion of not less than ninety percent (90%) of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of less than all of Units, in which case the benefitted Unit Owner(s) shall be assessed therefore in such proportions as they approve jointly, and failing such approval, in such proportions as may be equitably determined by the Board of Directors. Notwithstanding anything above to the contrary, the Association shall have the authority to effect improvements to the Condominium Property having a cost greater than ten percent (10%) of the appraised value of the Condominium improvements only if seventy-five percent (75%) of the Unit Owners voting in accordance with their respective percentages of ownership of the Common Elements approve the said proposed improvements.

11. REVOCATION OR AMENDMENT TO CONDOMINIUM DECLARATION

This Condominium Declaration shall not be revoked unless all of the Unit Owners and all Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as set forth in Article 23 hereof, this Condominium Declaration shall not be amended unless two-thirds (2/3) of the Unit Owners (based upon one vote for each Unit owned) and all Mortgagees consent to such amendment by instrument(s) duly recorded. The amendment shall be effective upon the date of recordation in the Conveyance Records of Caddo Parish, Louisiana, but not before.

12. PLAT OF SURVEY AND PLANS OF IMPROVEMENTS

A plat of survey of the immovable property and plans of the improvements thereof are attached hereto and made a part hereof and are identified as Exhibit A comprising Sheets 1 - 14.

13. INSURANCE AND RECONSTRUCTION

The requirements for insurance on the Property and reconstruction or repair of the Property in the event of damage are as follows:

A. The Association shall purchase and maintain to the extent reasonably available property insurance on the Units, and Common Elements and Limited Common Elements, exclusive of improvements in the Units installed by the Unit Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the replacement value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

B. The Association shall purchase and maintain to the extent reasonably available comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors of the Association, but not less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and Limited Common Elements.

C. The Association, for and on behalf of the Association, shall obtain and maintain at all times blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for handling funds of, or funds administered by, the Association. Where the Association delegates some or all of the responsibility for the handling of funds to a managing agent, blanket fidelity bonds shall be obtained and maintained for the officers, employees, and agents of such managing agent responsible for handling funds of, or funds administered by, the Association.

(1) The total amount of fidelity bond coverage required shall be based upon the best business judgment of the Board and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the managing agent, as the case may be, at any given time during the term of such bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessment on all units plus reserve funds.

(2) Fidelity bonds required herein shall meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee;
- (b) The Bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "Employees" or similar terms or expressions;
- (c) The premiums on all bonds required herein by the Association (except for premiums on fidelity bonds maintained by a managing agent for its officers, employees and agents) shall be paid by the Association as a Common Expense; and
- (d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least ten (10) days prior written notice to the Association or to any insurance trustee appointed by the Association and each servicer of mortgages on behalf of FNMA.

D. Each insurance policy purchased by the Association (an "Association policy") shall provide that:

(1) Each Unit Owner is an insured person under the Association policy with respect to liability arising out of his ownership of an individual interest in the Common Elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of his household.

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

(4) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the Association policy, the Association policy is primary insurance not contributing with such other insurance.

E. In the event of any loss covered by the property insurance described in A. above, the loss shall be adjusted

with the Association, but the proceeds for that loss shall be payable to an insurance trustee designated for that purpose or to the Association and not to any mortgagee. The insurance trustee or the Association shall hold any such insurance proceeds in trust for Unit Owners and Mortgagees as their interests may appear.

F. In the event of any loss covered by the property insurance described in A. above, unless the condominium regime is terminated, or repair or replacement would be illegal under state or local health or safety statutes or ordinances, or eighty percent (80%) of the Unit Owners vote not to rebuild, then any portion of the condominium damaged or destroyed shall be repaired or replaced promptly by the Association with insurance proceeds, reserves held by the Association and such additional funds necessary to complete the repair or replacement, which additional funds shall be deemed Common Expenses. No Unit Owner or Mortgagee shall be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the Units and Common Elements have been completely repaired or restored or the condominium regime is terminated.

G. If there is a loss covered by the property insurance described in A. above and the entire condominium is not repaired or replaced:

(1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged Common Elements to a condition compatible with the remainder of the condominium.

(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 of the Units to which the Limited Common Elements were assigned.

(3) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element Interest.

In making distributions to Unit Owners and their Mortgagees, the insurance trustee (if any) may rely upon a certificate of the Association made by its President and Secretary as to the names of Unit Owners and their respective shares in the distribution.

H. The Association may at its option carry such additional insurance as the directors thereof from time to time authorize.

I. All insurance provided for above shall be governed by the following provisions:

(1) All policies shall (i) comply with the hazard insurance requirements of FHLMC and FNMA as they apply to condominium loans; and (ii) be written with a company licensed to do business in the State of Louisiana and holding a rating of "Class VI" or better by Best's Key Rating Guide or other then comparable rating. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with the hazard insurance requirements of FHLMC or FNMA, then the requirements of FHLMC and FNMA shall control, and such requirements shall be complied with by the Board of Directors of the Association.

(2) Exclusive authority to adjust all claims under policies hereinafter enforced on the Project shall be vested in the Board of Directors of the Association or its authorized representatives.

(3) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners of their Mortgagees.



(4) Each Unit Owner may obtain additional insurance at his own expense; provided, however, no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, in behalf of the all of the Unit Owners, may realize under any insurance policy which the Board may have in force on the condominium project at any particular time.

(5) Each Owner shall be required to notify the Board of all improvements made by the Owner to his Unit, the value of which is in excess of \$1,000.00.

(6) Any Unit Owner who obtains an individual insurance policy or policies covering any portion of the Project other than movable property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Board of Directors of the Association within thirty (30) days after purchase of such insurance.

(7) Premiums upon insurance policies purchased by the Board of Directors of the Association shall be paid by the Board as maintenance fund expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or the Common Elements by a Unit Owner shall be assessed against that Unit Owner.

(8) Each Unit Owner shall be responsible fo his own insurance on his movable property in his Unit, his movable property stored elsewhere on the Project, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners named by the Board as herein for provided.

14. ASSESSMENTS

On an annual basis, the Board of Directors of the Association shall determine the projected annual budget for the Association and shall assess the Unit Owners the amount of the budget as Common Expenses. The Board of Directors may from time to time to the extent deemed necessary by the Board of Directors levy against the Unit Owners declared assessments required to fund on a current basis the Association's budget for acquisition, construction, management, maintenance and care of the Association's Common Elements and, to the extent applicable, the Unit Owners' Units, which assessments hereby are declared to be Common Expenses. All Common Expenses shall be subject to the following provisions:

A. Each Unit Owner shall be liable for his share of the Common Expenses as set forth more fully in Paragraph 8 of this Declaration.

B. Annual assessments shall be due and payable in twelve (12) equal monthly installments, each such installment being due and payable on the first day of each calendar month.

C. Declared assessments shall be due and payable in installments as determined by the Board of Directors of the Association.

D. From time to time the Board of Directors of the Association in its discretion may change the due dates and the manner of payment of Common Expenses by the Unit Owners.

E. Any annual assessment or declared assessment or any portion thereof not timely paid in accordance with the provisions of this declaration or the due dates established by the Board of Directors of the Association shall bear interest at an annual rate of twelve percent (12%) from the due date thereof until paid together with reasonable attorney's

fees incurred by the Association incident to the collection of the assessment or the enforcement of the privilege to secure the assessment, which attorney's fees shall be set at twenty-five percent (25%) of the amount due, with a minimum fee of \$200.00.

F. The unpaid portion of a Common Expense assessment which is delinquent shall be secured by a lien upon the Condominium Parcel of the delinquent Unit Owner after the filing for record of a claim or lien by the Association in the Office of the Recorder of Mortgages for Caddo Parish, Louisiana. The Association shall not, however, record such a claim of lien until the Common Expense assessment is unpaid for not less than forty-five (45) days after it has become delinquent. At least seven (7) days prior to filing such a claim of lien, the Association shall deliver, by certified mail, to the delinquent Unit Owner a statement setting forth the amount of delinquent Common Expenses, the date such expenses became delinquent, and a statement indicating the Association's intent to file a claim of lien upon the delinquent owner's Condominium Parcel. Such a claim of lien shall include only Common Expenses assessments which are delinquent prior to the date the claim of lien is filed for record. The lien shall be subordinate to any privileges, mortgages and encumbrances recorded before the recordation of the lien.

15. CONDOMINIUM PURPOSE

The condominium property shall be used at all times for single family residences and shall not be used for commercial or any other purposes.

16. DESIGNATION OF LIMITED COMMON ELEMENTS

A. The Limited Common Elements of the condominium are those Common Elements designated as such on the survey plat

and building plans attached hereto as Exhibit A, including entranceways, hallways or stairs providing access to an individual Unit or Units, patios, and balconies, and same are Limited Common Elements to the Unit or Units to which same provide access or, in the case of balconies or patios, the Unit to which same are appurtenant.

B. The Limited Common Elements shall also include all individual parking spaces, as shown and numbered on the attached building plans, and they shall be Limited Common Elements for the Units in the buildings which they serve.

17. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS OF UNITS

Responsibility for maintenance and repair of Units shall be as follows:

A. Association The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which constitute the support of any building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be the responsibility of an individual Unit Owner under Subparagraph B. below, or any other provision of this Declaration. The Association shall have the right to enter any Unit to make emergency repairs or to do other work reasonably required for the proper maintenance of the property comprising the condominium regime created hereby.

B. Unit Owner Except as otherwise provided in Subparagraph A. above, each Unit Owner, at the Unit Owner's expense, shall furnish and be responsible for:

(1) All the maintenance, repairs and replacements within the Unit and the doors and windows and frames appurtenant thereto, and all internal installations of the Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing, and any portion of any utility service facility located within the Unit boundaries; provided, however, that any maintenance, repairs and replacements required for the bringing of water and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by personnel employed or retained by the Association as a Common Expense or as user charges pursuant to the By-Laws of the Association.

(2) All the decorating within any Unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating shall be furnished by the Unit Owner. Each Unit Owner shall be entitled to the exclusive use of the portions of the perimeter walls, floors and ceiling within the boundaries of the Unit Owner's unit as shown on the Plat. The Unit Owner shall maintain these portions in good condition at the Unit Owner's sole expense. The Unit Owner's use and maintenance of these portions shall be subject to the rules and regulations of the Association. Except with respect to improvements in place as of the date of the recording of this declaration, each Unit Owner desiring to install hard surface floor covering (i.e., tile, slate, ceramic, etc.) in any portion of the Unit (other than in bath and powder rooms) shall obtain the written approval of the

Association before making the installation and shall install a sound-absorbent undercushion to prevent the transmission of noise to the Unit below. If the prior written approval of the Association is not obtained, the Association may, in addition to exercising any or all of the other remedies provided for in this declaration for breach of any provisions hereof, require the Unit Owner to cover all non-conforming work with carpeting or require conforming work. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Unit Owner. The use and the covering of the interior surfaces of the windows, whether by draperies, shades or other items visible on the exterior of any building, shall be subject to the rules and regulations of the Association.

(3) The Association may require all or part of the maintenance, repairs and replacements of any Limited Common Elements to be performed by the Unit Owner(s) of the Unit(s) to which the Limited Common Elements are assigned, or the Association may perform, or cause to be performed, the maintenance, repairs and replacements of the Limited Common Elements. The Association may assess the cost of the repairs or maintenance to the Limited Common Elements performed by it in whole or in part to the Unit Owner, or the Unit Owner may arrange for the maintenance, repairs and replacements, pay the cost thereof, and procure and deliver to the Association the lien waivers and contractor's or subcontractor's sworn statements required to protect the condominium property from all mechanics' or materialmen's lien claims that may arise therefrom.

18. MAINTENANCE FUND; WORKING CAPITAL FUND

A. The Association shall establish and maintain an adequate maintenance fund for the periodic maintenance, repair

and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The monthly assessments collected by the Association shall constitute the maintenance fund for the Project. The Board may at any time ratably increase or decrease the amount of monthly assessments to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions of reasonable reserves for replacements. Except as otherwise provided herein, during any one fiscal year, the total increase in the amounts of monthly assessments shall not exceed twenty percent (20%) of the total assessments for the preceding fiscal year. Upon the prior consent of a majority of the Members of the Association, monthly assessments may be increased in excess of the amount permitted by the preceding sentence. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs of operation of the Project.

B. The Association shall establish a working capital fund for the initial months of the Project operation equal to at least two (2) months' estimated Common Element charges for each Unit. Each Owner's share of the working capital shall (i) be collected and transferred to the Association at the time of closing of the sale of each Condominium and (ii) be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of conveyance of the first Unit in the Project or Phase, in the event a subsequent Phase is added to the Project.

19. USE RESTRICTIONS

Use of the condominium property is restricted as follows:

A. General Use No part of the condominium property shall be used for other than housing and related common purposes for which the condominium property was designated. Each Unit or any two or more adjoining Units used together shall be used as a residence for single-family residential purposes or such other uses permitted by this declaration and no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same person may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) the alteration or removal shall not impair or weaken the structural integrity or mechanical systems of any unit or any portion of the Common Elements; (ii) the person shall furnish to the Board no less than ten (10) days before the commencement of the work, plans detailing the work to be done; (iii) the Unit Owner shall receive written permission by the Board for such work; and (iv) the Unit Owner shall obtain all required permits before beginning such work.

B. Restrictions on Common Elements The Common Elements shall be used only for access, ingress and egress to and from the respective Units by Unit Owners and their agents, servants, tenants, family members, invitees and licensees, and for such other purposes incidental to the use of the Units; provided, however, that the swimming pool, laundry rooms, storage areas and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any agreement, presently in existence or entered into by the Board at some future time, to lease any part of said Common Elements.



C. Prohibited Use Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on any building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

D. Exterior Surfaces Without the prior consent of the Board, no Unit Owner shall cause or permit anything to be placed on the outside walls of any building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof. Finally, a Unit Owner shall not cause or permit the enclosure, either partially or entirely, of any exterior portions of any building without the prior consent of the Board.

E. Pets Members, or their tenants or guests may not keep any pets in the unit or on or about the condominium property except small birds, parakeets, gold fish and tropical fish and the like. Other pets may not be kept except with the written approval of the Board of Directors of the Association. Pets permitted under the rules and regulations of the Association or otherwise permitted pursuant to written approval from the Board are permitted provided (i) they are not kept, bred or maintained for any commercial purpose and (ii) any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' written notice from the Board. The Board may restrict pets from access to any portion of the Common Elements,

and may designate portions of the Common Elements to accommodate the reasonable requirements of the Unit Owners who keep pets permitted under the rules and regulations.

F. Nuisances No obnoxious or offensive activity shall be carried on in any unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants.

G. Structural Integrity Nothing shall be done in any Unit or in, on or to the Limited Common Elements or the Common Elements which might impair the structural integrity or mechanical systems of any portion of the condominium or which would structurally change any portion of the condominium, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in any building, or operate machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of water-beds and similar furnishings which may cause floor overloads shall be subject to Board approval. Structural changes and alterations may be made by the Declarant in units used by the Declarant as model units and in the adjacent Common Elements, as may be reasonably necessary to adapt the same to the uses permitted herein. The changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof.

H. Unsightliness No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Limited Common Elements or the Common Elements. The Limited Common Elements and the Common Elements shall be

kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purposes.

I. Personal Effects There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except that subject to reasonable rules and regulations of the Board, (i) baby carriages, bicycles and other personal property may be stored in common storage areas designated for the purpose and (ii) all amenity and service areas may be used for their intended purposes.

J. Commercial Activities No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.

K. Exceptions The Unit restrictions in Paragraphs A. and J. shall not prohibit a Unit Owner or occupant from (i) maintaining a personal professional library in a Unit; (ii) keeping personal business or professional records or accounts therein; or (iii) conducting personal business or professional telephone calls or correspondence therefrom. These uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs A. and J.

L. "For Sale" and "For Rent" Signs No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the condominium property without approval of the Board. The DECLARANT or its agents reserve the right to place and maintain on the condominium property all models, sales offices, advertising signs and banners and lighting in connection therewith at

such locations and in such forms as they shall determine. The DECLARANT or its agents and prospective purchasers and lessees of any Unit from the DECLARANT are hereby granted the right of ingress and egress in and through the Common Elements for Unit sale or leasing purposes. The DECLARANT further reserves the right to use unsold Units for temporary storage, office and related purposes. The foregoing rights of the DECLARANT or its agents shall terminate upon the closing of the sale of the Unit.

The DECLARANT reserves the right to sell and lease back any unit for use in its sale program. This right of the DECLARANT shall terminate when DECLARANT has sold all the units.

Additional restrictions on the use of the condominium property may be contained in the articles of incorporation and by-laws of Fairfield Oaks Home Owners Association, Inc. and in the rules and regulations promulgated from time to time by the Board of Directors of the Association.

20. RULES AND REGULATIONS

Rules and regulations concerning the use of the condominium property may be promulgated from time to time by the Board of Directors of the Association.

21. LIMITATION ON TRANSFERS

In the event that any Unit Owner desires to lease the Unit Owner's Unit, it must be pursuant to a written lease the form of which is approved by the Association prior to the execution thereof and such lease must not be for a term of less than two (2) months. The lease must bind the lessee to abide by the rules and regulations of the Association.

22. SUBDIVISION OF UNITS

No Unit may be subdivided or converted into two or more units.

23. SPECIAL AMENDMENT

DECLARANT reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the FNMA, FHLC, FHA, or VA or any other governmental agency or any other public quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the Units, (iii) to bring this Declaration into compliance with the Louisiana Condominium Act or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power of attorney is hereby reserved and granted to DECLARANT to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, mortgage, or other evidence of obligation, or other instrument affecting the Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of DECLARANT to make, execute any record such Special Amendment. The right of DECLARANT to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as DECLARANT no longer holds or controls title to a Unit. No Special Amendment made by DECLARANT shall affect or impair the lien of any mortgage encumbering a Unit.

24. MORTGAGEE PROTECTION PROVISIONS

A. Any Mortgagee, upon written request, shall be given written notification by the Association of any default by the Owner of the Unit covered by such mortgage and the performance of such Owner's obligation which is not cured within sixty (60) days. Any Eligible Holder, upon written request of the Association (such request to state the name and address of such Eligible Holder and the Unit number), shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Holder, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage held, insured, or guaranteed by such Eligible Holder where such delinquency has continued for a period of sixty (60) days, as applicable;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

B. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by the Eligible Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Units subject to mortgages held by such Eligible Holders.

C. Any election to terminate the legal status of the Project after substantial destruction or a substantial taking and condemnation of the Project shall require the approval of the Eligible Holders holding mortgages on Units who have at

least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders.

D. No reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Project may be effected without the prior approval of the Eligible Holders holding mortgages of all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to mortgages held by such Eligible Holders.

E. Any decision to establish self management by the Association shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders.

F. Any Eligible Holder shall, upon written request, be entitled to receive an audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the party so requesting, within a reasonable time of following such request.

G. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a Mortgage or by foreclosure of a Mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Units by the Mortgagee; any such unpaid dues or charges may be reallocated and assessed to all Units as a common expense.

H. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Project, unless at least two-thirds (2/3rds) of the Mortgagees (based upon one vote for each Mortgage owned), and

Owners (other than the DECLARANT) of the Units (based upon one vote for each Unit owned) have given their prior written approval, the Association shall not be entitled to:

- (i) By an act or omission, seek to abandon or terminate the Project;
- (ii) Change the pro rata interest or obligations of any Units for the purpose of:
  - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
  - (b) determining the pro rata share of ownership of each Unit and the Common Elements;
- (iii) Partition or subdividing any Unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of servitudes for public utilities or other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed to transfer within the meaning of this clause.); or
- (v) Use hazard insurance proceeds for losses to any Unit's property, whether to appurtenant or to Common Elements for other than the repair, replacement or reconstruction of such condominium property.

I. No provisions of this Declaration, the Articles of Incorporation of the Association or the By-laws of the Association, or other documents shall entitle any Unit Owner or any other party the priority over any rights of the Mortgagee of such Units pursuant to such Mortgagee's Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or Common Elements.

25. GOVERNING LAW

This Condominium Declaration shall be governed by the laws of the State of Louisiana and, in particular, the Louisiana Condominium Act (LSA-R.S. 9:1121.101 et seq.).



26. PARKING RIGHTS

Ownership of each Unit shall entitle the Owner or Owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall assign one (1) vehicle parking space for each Unit.

27. ADDITIONAL EXHIBITS

The following are attached as additional Exhibits to this Declaration, to-wit:

- (a) Exhibit B - Articles of Incorporation of Fairfield Oaks Home Owners Association, Inc.
- (b) Exhibit C - By-laws of Fairfield Oaks Home Owners Association, Inc.

THUS DONE AND SIGNED in my office in the State and Parish aforesaid in the presence of the undersigned competent witnesses who have signed hereto together with said Appearer and me, Notary, on this 28th day of March, 1984, after reading of the whole.

WITNESSES:

FAIRFIELD OAKS PARTNERSHIP

R. G. Hock  
Robert A. Alley

By: Scott P. Sealy  
 Scott P. Sealy,  
 General Manager

John Smith  
 NOTARY PUBLIC  
 in and for the Parish of Caddo  
 State of Louisiana  
 My Commission Expires at Death