

**Condominium Declaration**

**Beau Chene Office Park II Owners Association,  
A Condominium**

STATE OF LOUISIANA PARISH OF ST. TAMMANY  
MALISE PRIETO CLERK OF COURT  
I certify that this instrument was filed and recorded  
July 15 20 14 at 11:53A M  
INST. # 1948167 of the official records.  
Patricia Rano  
DEPUTY CLERK

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## Condominium Declaration

### Beau Chene Office Park II Owners Association, a Condominium

Before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**East Gate Commercial, LLC**, a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by duly authorized representative, Mark E. Inman, with its registered office in St. Tammany Parish, Louisiana, whose Articles of Organization were recorded with the Secretary of State on September 22, 2003, and recorded with the Clerk and Recorder of Mortgages of St. Tammany Parish, Louisiana, whose principal mailing address is 105 Beau Chene Boulevard, Mandeville, LA 70471, and whose federal taxpayer identification number is 20-0246518;

as Declarant, which does declare that, availing itself of the provisions of the Louisiana Condominium Act (hereinafter the "Act", namely La. R. S. 9:1121.101 et seq.), it hereby submits the immovable property hereinafter described to the regime of this condominium declaration and does, further, as Unit 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.

#### 1. NAME

The name by which the condominium regime established hereby shall be identified is **Beau Chene Office Park II Owners Association, A Condominium**

#### 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:

- 2.1. **Act** means the Louisiana Condominium Act, La. R.S. 9:1121.101 et seq.
- 2.2. **Architectural Control Committee** has the meaning defined in Section 15.1 of this Declaration.
- 2.3. **Architect of Record** means The Ritter Maher Group, LLC and any successor Architect designated or re-designated by Declarant to render professional architectural services for the design, construction and/or modification of any Condominium Unit and/or Condominium Property. The Ritter Maher Group, LLC is the exclusive architect for the development of the Condominium Property, unless otherwise approved by Declarant

- 2.4. **Assessment** means a Unit Owner's share of the amount required for the payment of Common Expenses and Limited Common Expenses and which is further defined and governed by Article 8.
- 2.5. **Association** means the "Beau Chene Office Park II Owners Association, Inc.," a Louisiana non-profit corporation established by the Articles of Incorporation, a copy of which is attached as Exhibit "B", whose membership shall consist exclusively of Unit Owners, and which shall administer, manage, regulate and operate the Condominium Property, and which is further defined and governed by Article 7.
- 2.6. **By-Laws** means the By-Laws of the Association, a copy of which is attached as Exhibit "C" which shall govern the Association and the Condominium.
- 2.7. **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 Unit Owners, and which are further defined and governed by Article 5. Common Elements include but are not limited to: a) land; b) all installations of central services such as power, light, gas and water (but not heating and air conditioning); and c) parking areas for common use.
- 2.8. **Common Expenses** means the expenses of administration, maintenance, repair and replacement of the 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 Unit 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.
- 2.9. **Condominium** means the property regime herein established pursuant to and in accordance with the Louisiana Condominium Act, to be known as Beau Chene Office Park II, A Condominium.
- 2.10. **Condominium Documents** mean this Condominium Declaration and Exhibits attached hereto.
- 2.11. **Condominium Unit** means a Unit, Building or parcel, 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 Unit Owner's Ownership Interest where references herein to a Unit or Units include all appurtenant rights.
- 2.12. **Condominium Property** means all of the interests 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.

- 2.13. **Declarant** means East Gate Commercial, LLC, its successors and assigns.
- 2.14. **Declaration** means this original Declaration.
- 2.15. **General Contractor of Record** means Meridien Development, Inc., a Louisiana corporation shall be the exclusive contractor for the development of the Condominium Property, unless otherwise approved by Declarant.
- 2.16. **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.
- 2.17. **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 Unit Owners and which are further defined and governed by Article 8.
- 2.18. **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.
- 2.19. **Mortgagee** means any agency 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.
- 2.20. **Mortgage Holder** is the Mortgagee holding a security interest encumbering a Unit, whose interest is a first and prior security interest and who has given written notice of such security interest to the Association.
- 2.21. **Ownership Interest** means each Unit Owner's percentage undivided ownership of and right to the use and enjoyment of the Common Elements and those Limited Common Elements appertaining to such Unit, obligation to pay that portion of the Common Expenses, and those Limited Common Expenses allocated to his Unit; undivided percentage interest in the Surplus allocated to his Unit; and his rights, privileges, and obligations as a Unit Owner, all as described elsewhere in this Declaration and in Exhibit "F".
- 2.22. **Plat** means the plats attached to and made a part of this Declaration as Exhibit "D" on which the Condominium Property is shown.
- 2.23. **Rules and Regulations** means those administrative rules and regulations promulgated by the Association in accordance with the By-Laws.

- 2.24. **Square Footage Allocation** means the number of square feet allocated to a Unit on Exhibit "F" which determines the amount of usable square feet allocated to a Unit. No Unit can occupy more square feet than has been allocated to it in Exhibit "F" unless this Declaration is amended. In the event any Unit expands, the Square Footage Allocation shall be adjusted to reflect the increase in total square feet and to proportionately adjust voting rights.
- 2.25. **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 percent (110%) of the amount required to pay Common Expenses and Limited Common Expenses and exceeds amounts necessary to maintain required reserves.
- 2.26. **Unit and/or Building** 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. A plat indicating the size, Square Footage Allocation and number for each Unit constructed to date is shown on Exhibit "D". The Elevations and Floor Plans of the Units constructed to date on the Condominium Property are shown on Exhibit "E". The specific Unit structure constructed or to be constructed on each Unit will vary in certain respects but shall be subject to such height and square footage restrictions as set forth: (i) in the applicable zoning regulations for the Parish of St. Tammany; and (ii) architectural and building restrictions set forth in Article 14 of this Declaration. Unit ownership includes such additional and accessory rights and obligations as are provided for herein, in the Act, and in the By-Laws.
- 2.27. **Unit Owner** means the Owners of record title to a Unit.
- 2.28. **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.

### 3. ADDITIONS TO REGIME

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### 4. UNIT DESIGNATION, BOUNDARIES, OWNERSHIP

- 4.1. **Unit Designation.** Each Unit is identified by a specific designation set forth in the Plat as shown in Exhibit "D". Such designation shall be exclusively reserved to identify and distinguish each Unit from any other Unit or part of the Condominium, and shall, together with the name of the Condominium, constitute a full legal description of the Unit. The Elevations and Floor Plans for all Units constructed to date are attached hereto as Exhibit "E."
- 4.2. **Unit Boundaries.** The boundaries of a Unit consist of the structure of a Unit including

the interior and exterior surfaces of the perimeter walls, roofs, foundations, floors, ceilings, windows, window frames, doors, and door frames and trim, as well as the air space above the roof level, to the extent that such airspace is susceptible of private ownership. The boundaries of a Unit shall further include the interior construction, partitions, appliances, 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 or conduits which extend more than five (5') feet from and are external to such Units and which connect with any Unit and which serve, or form 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. Heating and air conditioning systems are considered part of a Unit although the compressors may be located on the Common Elements. None of the land in the Condominium Property on which any Unit is located shall be separately owned; all land in the Condominium Property shall constitute part of the Common Elements to be owned in indivision by the Unit Owners.

- 4.3. **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 or on another Unit, there shall be deemed to exist a valid easement for both the encroachment and its maintenance as 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 over which the encroachment exists.
- 4.4. **Interest in Common Elements.** Ownership of a Unit also includes an undivided interest in the Common Elements and Limited Common Elements based on the Ownership Interest assigned to a Unit. The Ownership Interest in the Common Elements and Limited Common Elements shall form an inseparable component part of each Unit. The percentage Ownership Interests in such items shall be allocated based on the relative Square Footage Allocation assigned to each Unit, as set forth on Exhibit "F".
- 4.5. **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, a Unit Owner's sale of his Unit shall include the sale of: (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto; (ii) the interest of the Unit 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 Unit Owner in any other assets of the Condominium; (iv) the Unit Owner's membership in the Association; (v) the Unit 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.

- 4.6. **Electrical and Other Utility Services.** The Association shall provide and maintain electric, water, sanitary sewer and telephone utility service within the Common Elements to a point within five (5') feet of each Unit to be constructed. Each Unit Owner shall provide and maintain electric, water, sanitary sewer and telephone utility service from within five (5') feet of his Unit to and within his Unit. Electricity and natural gas shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity and natural gas consumed or used in his Unit. The Association shall not be responsible for service interruptions caused by the public utility company over which the Association has no control. The electricity and any natural gas 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. Each Unit Owner shall be required to construct photosensitive exterior spot lights as security lighting for his Unit and the Common Elements surrounding his Unit. The photosensitive lights shall be at locations designated by the Architectural Control Committee and shall be supplied electricity by the Unit Owner. The exterior spot lights and fixtures shall be maintained by the Association as a Common Expense. Water and sewer service is supplied through the Beau Chene Homeowners Association (BCHOA) which does not currently meter the individual properties and includes the service as part of a flat monthly fee per building. Each Unit Owner shall pay that fee directly to the BCHOA. In the event the water and sewer service is ever sold by the BCHOA or becomes metered, each unit shall pay its meter charges directly to the water and sewer service provider.

## 5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- 5.1. **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.
- 5.2. **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.
- 5.3. **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 the Condominium Property is no longer tenantable, 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.



- 5.4. **Nonexclusive Right of Uses.** Each Unit Owner shall have the nonexclusive right to use, together with other Unit Owners, the Common Elements. A Unit 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 Unit Owners. Each Unit Owner's right of use shall include a right of access, ingress, and egress and shall be in conjunction with the use, occupancy, and enjoyment of a Unit by the Unit Owner, together with all Unit occupants and the Unit Owner's lessee, employees, agents, guests, successors and assigns. This nonexclusive 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 Unit Owner and each Unit Owner shall have such right until this condominium regime is terminated. The Declarant shall have the nonexclusive right to use the Common Elements and Limited Common Elements.
- 5.5. **Use of Common Elements.** The Association shall have the 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 Unit Owners pursuant to the Rules and Regulations and the By-Laws.
- 5.6. **Amendment of Ownership Interest** After the sale of all Units by Declarant, the Ownership Interests established hereby shall not be changed, except with the unanimous consent of all Unit Owners and Mortgagees expressed in an amendment to this Declaration and upon recordation in the official records of St Tammany Parish, Louisiana, or except in the event of a casualty or expropriation, in which event Articles 9 and 11, respectively, shall govern.
- 5.7. **Landscaping of Limited Common Elements.** A Unit Owner shall not have the right to landscape the Limited Common Elements appurtenant to his Unit unless: (i) the Unit Owner shall have received the consent of the Architectural Control Committee; and (ii) the Unit Owner agrees in writing to maintain or to pay the cost to maintain the landscaping installed.
6. **USE OF THE CONDOMINIUM PROPERTY**
- 6.1. **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.

## 7. THE ASSOCIATION

- 7.1. **Membership In Association.** Each Unit Owner shall be a member of the Association, the membership of which shall at all times consist exclusively of Unit Owners. At all meetings of the Association, the votes of each Unit shall be cast in accordance with the Ownership Interest assigned to each Unit. A copy of the Association's Articles of Incorporation is attached as Exhibit "B". A copy of the By-Laws is attached as Exhibit "C". The Association shall not be deemed to be conducting a business of any kind other than in connection with the maintenance, repair and replacement of Association property, the Common Elements and the Limited Common Elements.
- 7.2. **Rights, Duties and Obligations of Association.** Subject to the rights of Declarant, and notwithstanding any provision of the Act, this Declaration, the Articles of Incorporation or the By-Laws to the contrary, the Association shall have the following rights, obligations and duties:
- (a) The right of entry on or into 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 insurance, flood insurance (if necessary), liability insurance, and fidelity insurance coverage as required by the Act, this Declaration, the Articles of Incorporation or the By-Laws.
  - (e) The right of action against Unit 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.
  - (g) The obligation and duty to maintain a copy of the Declaration (as amended and restated from time to time), the Articles of Incorporation, 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 Unit Owners or by Mortgage Holders, insurers, and guarantors of first mortgages that are secured by Units. 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.
- (i) The obligation and duty to provide and maintain the Common Elements of sidewalks on all Condominium Property, the right of entry on any Condominium parcel and/or Unit to install, maintain, alter or remove sidewalks, and the exclusive right to change, alter, or modify sidewalks, and the right to landscape, and to change, alter or modify landscaping on Common Elements.

**7.3. Administration by Association.** Subject to the rights of Declarant, and as more fully set forth in its Articles of Incorporation and the 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 when necessary, from the Unit 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 management entities, employees, agents, consultants, and independent contractors provided, however, that any such contract shall provide that it can be terminated by a majority of the Unit Owners, without the payment of damages, upon the Association giving the management company, agent or consultants ninety (90) day 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 Unit Owners on matters affecting the Condominium;
- (g) To make contracts and to incur debt and liabilities; in pursuit of its responsibilities under this section 7.3.
- (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 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 personal or mixed property, and immovable property (and the component parts thereof), provided, however, the Association shall have obtained the consent of sixty-seven percent (67%) 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 Limited Common Elements, to impose and receive payments, fees and charges for the use, rental and operation thereof on 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 for 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; and
  - (s) To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Condominium.
- 7.4. Termination of Membership.** Membership in the Association shall automatically terminate (i) upon the conveyance or transfer of a Unit Owner's interest to a new Unit Owner, and the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership and (ii) upon conditions set forth in Articles 9 and 11 of this Declaration. A Unit Owner's membership interest cannot be assigned, hypothecated, or transferred in

any manner except as an appurtenance to his Unit. If there are multiple Unit 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.

- 7.5. **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 any 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 Unit Owners or persons. The Association shall be responsible for the cost of maintenance and repair of Common Elements and Limited Common Elements.

## 8. COMMON EXPENSES; LIMITED COMMON EXPENSES; ASSESMENTS; LIENS

- 8.1. **Obligation to Pay Assessments.** All Unit Owners shall be obligated to pay the estimated Assessments imposed by the Association to meet the Common Expenses, Limited Common Expenses, and the payment of insurance premiums in accordance with Article 9. 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 \$25.00, plus interest on the unpaid charge at the rate of twelve percent (12%) 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.
- 8.2. **Obligation to Maintain Units.** To the extent set forth in Section 13.3 and 15.2, of this Declaration, all Unit Owners shall be obligated to maintain the interior and the exterior of their respective Units, which maintenance costs shall be neither a Common Expense nor a Limited Common Expense.
- 8.3. **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 purposes of promoting the health, safety and welfare of the Unit Owners and occupants of the Condominium Property and relating to the use and enjoyment of the Condominium Property and establishing reserves as required in Section 7.2.
- 8.4. **Determination of Assessments.** Subject to the limitations set forth in Section 8.5, 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 percentage of Ownership

Interest. The omission or failure of the Board of Directors to fix the Assessment for any month shall not be deemed a waiver, modification or a release of the Unit Owners from the obligations to pay Assessments.

- 8.5. **Current Assessment Amounts.** Effective April 1, 2013, Assessments on each Unit shall equal \$1.14 per square foot per year and shall be paid on each building as outlined above. Furthermore each unit owner shall be responsible for paying the Beau Chene Homeowners Association for its monthly assessment for the services of water, sewer, garbage removal and any other services provided to the Homeowners by their association.
- 8.6. **Increase in Assessments.** From and after January 1, 2014, 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 in 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 Association. By the approval of a majority of the voting power of the Association present, in person or by written proxy at such meeting, the monthly Assessment may be set at whatever level such Unit Owners approve, Notwithstanding the above, in the event of an increase in the monthly Assessment in excess of 125% over the monthly Assessment for December of the previous year, the approval of such increase shall be in accordance with the vote requirement set forth in Section 16.1. 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.
- 8.7. **Due Date and Amount.** The monthly Assessments provided for herein shall be due on the first (1st) day of the month. The Board of Directors 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 of Directors 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 Unit Owner subject thereto.
- 8.8. **Special Assessments.** In addition to the Assessments authorized above, the Board of Directors of the Association may determine, levy and collect in any calendar year, a special assessment ("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 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 two-thirds (2/3) of the voting power of the Association, voting in person or by proxy at a special meeting duly called for this purpose. In the case of improvements to some, but not all of the Units,

Special Assessments may be levied against some, but not all of the Units, provided two-thirds (2/3) of the voting power of Unit Owners of the affected Units consent to the Special Assessment.

- 8.9. No Release.** No Unit 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 by abandonment of his Unit.
- 8.10. Failure to Pay Assessments.** In the event that a Unit Owner shall fail or refuse to make payment of Assessments or his proportionate share of the Common Expenses, Limited Common Expenses or any reserve fund or for any Special Assessment when due, such Unit Owner shall pay the late charge provided in Section 8.1 and the Association shall not be obligated to receive such Unit Owner's payment of his proportionate share without payment of such late charge. The Association may, after notice to a Unit Owner and such Unit Owner's reasonable opportunity to be heard, also levy reasonable fines for violation of this Declaration, the By-Laws and the Rules and Regulations. No Unit 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.
- 8.11. Failure to Maintain Exterior of Unit** In the event that a Unit Owner shall fail or refuse to maintain the exterior of his Unit as required in this Declaration, the Association may, at its election, make such repairs as provided in Section 15.2 of this Declaration.
- 8.12. Lien for Unpaid Amounts.** All Assessments and Special Assessments assessed but unpaid by a Unit 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 a Unit Owner to maintain the exterior of his Unit, including interest thereon at twelve percent (12%) 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. R.S. 9:1123.115, except only for:
- (a) All taxes and special assessments levied by governmental and taxing authorities; and
  - (b) All liens securing sums due or to become due to any Mortgagee or vendor's lien and such Mortgagee's and/or vendor's lien is filed for record in the mortgage or conveyance 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 Unit Owner and a description of the Unit. Such notice shall be signed by one (1) member of the Board of Directors and may

be recorded in the mortgage records of St. Tammany Parish, Louisiana. Such lien shall attach from the date of the failure of 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 Unit 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 Unit 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 Unit Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or 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.

- 8.13. Personal Obligation.** The amount of the Assessments and Special Assessments assessed against each Unit shall also be a personal obligation of the Unit Owner thereof at the time the Assessments became due. Suit to recover a money judgment for unpaid Assessments 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, this Declaration, or the By Laws, or as are otherwise available at law or in equity, for the collection of all unpaid Assessments.
- 8.14. 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 Unit Owner from paying further Assessments.
- 8.15. Statement of Unpaid Assessments.** Upon the written request of any Unit 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.
- 8.16. Date of Commencement of Assessments.** The Assessments provided for herein shall commence as to each Unit on the day on which such Unit is conveyed to a Person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Assessments shall be adjusted for such Unit according to



the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Unit is first conveyed. Annual Assessments and Special Assessments for Units in portions of the additional property hereafter submitted to the terms of this Declaration shall commence with respect to each such Unit on the later of (i) the day on which such Unit is conveyed to a person other than Declarant or (ii) the day of the recording of the amendment to the Declaration so submitting such parcels, and Assessments for each such Unit shall be adjusted according to the number of months then remaining in the then fiscal year of the Association, the number of days then remaining in the month in which such Assessments commence. Furthermore, Declarant shall have the option to either pay Assessments on Units owned by Declarant or fund any deficit which may exist between Assessments and the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Association, provided, that the budget, Assessments, and deficit, if any, shall be annually reviewed by Declarant, and the Board of Directors, and during such period, Declarant's obligation for funding deficits shall only be up to the amount of the Association's budget Declarant shall be obligated to pay Assessments on all Units owned by Declarant when it ceases having the authority to appoint directors of the Association. Declarant shall be obligated to pay all Special Assessments due by the Unit Owners on all Units owned by the Declarant.

## **9. INSURANCE**

**9.1. Insurance Coverage.** The Association shall effect and maintain, to the extent reasonably available, the following insurance coverage for the benefit of the Association, the Unit Owners and Mortgagees, as their respective interests may appear:

- (a) The Board may elect to provide insurance for the Common Elements and Limited Common Elements, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions. In the event The Board elects to furnish this insurance it shall be in an amount covering at least 90% of the actual cash value and against such other hazards and for such amounts as the Board of Directors may deem advisable. If obtained, such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association. This coverage shall be permissive and;
- (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) An "Inflation Guard Endorsement" when it can be obtained;
- (d) "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; and

- (e) Recognition of the Insurance Trust Agreement.

**9.2. Requirements of Policy.** To the extent required by La. R.S. §1123.112, insurance policies obtained by the Association must provide:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an individual interest in the Common Elements, or Limited Common Elements or membership in the Association.
- (b) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household.
- (c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) 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 policy, the policy is primary insurance not contributing with the other insurance.

**9.3. Unit Insurance Coverage.** Each Unit Owner shall obtain:

- (a) Insurance for his Unit and the contents of his Unit in the Condominium Property insuring 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 90% of the actual cash value and against such other hazards and for such amounts as the Unit Owner may deem advisable. Such policies of insurance should also, to the extent possible, contain a waiver of subrogation rights by the insurer against the Association and shall include coverage for both the interior and exterior of the structure.
- (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 Unit.

**9.4. Requirements of Policy.** Each insurance policy obtained by a Unit Owner must provide:

- (a) The Association as an additional insured and loss payee under the policy.
- (b) The insurer waives its right to subrogation under the policy against the

Association and the policy shall include coverage for both the interior and exterior of the structure.

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

- 9.5. **Insurance as Common Expense.** The cost of effecting and maintaining insurance coverage on the Common Elements and Limited Common Elements shall be a Common Expense and shall be allocated by the Association between Unit Owners according to their percentage of Ownership Interests as set forth herein, in Section 4.4 and Exhibit "F". 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. The level of insurance obtained by the Association for the benefit of a Unit Owner shall be the amount set forth in Section 9.1 above and no further. The Association shall determine the amount of deductibles in its sole discretion. A Unit Owner shall be deemed to have consented to and approved the level of insurance upon receipt of a certificate of insurance setting forth this information, and failing to object within fifteen (15) days of receipt.
- 9.6. **Failure of Unit Owner to Obtain Insurance.** In the event a Unit Owner fails to obtain or maintain the insurance policies set forth in Section 9.3, the Association may at its sole option purchase such insurance coverage on behalf of the Unit Owner. The Unit Owner hereby appoints the Association as its agent and attorney in fact with respect to obtaining such insurance coverage set forth in Section 9.3, which appointment shall be coupled with an interest. The level of insurance obtained by the Association for the benefit of a Unit Owner shall be the amount set forth in Section 9.3 above and no further. The Association shall determine the amount of deductibles in its sole discretion. A Unit Owner shall be deemed to have consented to and approved the level of insurance upon receipt of a certificate of insurance setting forth this information and failing to object within fifteen (15) days of receipt. All premiums for such insurance coverage shall be levied as an Assessment against the Unit Owner on whose behalf the insurance is obtained. The Association shall not be liable to a Unit Owner for failing to obtain insurance coverage for the benefit of the Unit Owner and shall have no obligation to obtain such insurance.
- 9.7. **Adjustment of Insurance Loss.** Any loss covered by a property insurance policy on the 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 designated 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 Unit Owners and Mortgagees as their respective interests may appear. Subject to the provisions of this Section 9.7, the proceeds of any property insurance policy effected pursuant to Subsections 9.1(a) and (b) shall be disbursed first for the repair or restoration of the damaged Common Elements and Limited Common Elements, and Unit Owners and Mortgagees shall not be entitled to receive payment of any

portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Limited Common Elements have been completely repaired or restored, or unless the Condominium is terminated.

- 9.8. Repair and Replacement of Common Elements.** Any portion of the Common Elements or 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) with respect to Common Elements only, Unit Owners holding eighty percent (80%) of the total voting power in the Association elect not to repair or replace the damaged portion of the Common Elements. In the event the entire Condominium Property is not repaired or replaced, 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. The insurance proceeds attributable to Limited Common Elements which are not rebuilt shall be used to have the Unit comply with Section 13.5 of this Declaration, and then shall be distributed to those Unit Owners to which the Common Elements and Limited Common Elements are assigned.
- 9.9. Failure to Rebuild.** In the event the Unit Owner elects not to rebuild his Unit, that Unit Owner shall continue to be responsible for his share of Common Expenses, unless: (i) 80% of the Unit Owners; (ii) 80% of the Mortgagees; (iii) the Owner of the damaged Unit(s); and (iv) the Mortgagee of the damaged Unit elects to remove such Unit from the Condominium Property. In the event all conditions set forth in the preceding sentence are met, that Unit's entire percentage of Ownership Interest in the Common Elements, votes in the Association and Common Expense liability shall automatically be reallocated in accordance with the provisions of Section 11.3(d).
- 9.10. Excess Repair Costs.** The cost of repair or replacement in excess of insurance proceeds and reserves shall be an expense of (i) a Unit Owner, if damage is to a Unit; or (ii) a Common Expense, a Limited Common Expense, or both, if the damages are to the Common Elements or Limited Common Elements, as the case may be.
- 9.11. Notice of Insurance Coverage Changes.** Each Unit Owner shall be entitled to receive, and upon written request of any insurer, Mortgagee, or guarantor thereof, such insurer, Mortgagee or guarantor thereof of a Unit, shall be entitled to receive from the Association, by its Board of Directors, a timely written statement setting forth:
- (a) Any proposed lapse, cancellation or material modification of any insurance policy maintained by the Association; and
  - (b) Any casualty loss that affects either a material portion of the Condominium Property or the Unit securing such mortgage or debt.
- 9.12. Notice Prior to Cancellation.** All insurance policies shall require the insurer to provide

at least thirty (30) day notice to the Association and any first Mortgage Holder before the insurer cancels or substantially changes coverage.

## 10. TAXES

- 10.1. 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.
- 10.2. Assessment of Taxes.** All taxes and special assessments authorized by law shall be assessed against each individual Condominium Unit. Multi-unit buildings, the Condominium Property as a whole, and the Common Elements and Limited Common Elements shall not be deemed to be an individual parcel 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 Unit shall constitute a basis for claiming a lien only upon the individual Unit assessed. There shall be no forfeiture, seizure, or sale of the Common Elements or Limited Common Elements as a whole for delinquent taxes or assessments on individual Units.
- 10.3. Allocation of Tax Assessments.** Allocation of taxes, in the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Condominium Property as a whole, or on any portion thereof subject to undivided Ownership Interests, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Ownership Interest as set forth in Exhibit "F", and in such event, such taxes or assessments shall be a Common Expense. The Association shall have the authority to collect from the Unit Owner his proportionate share of taxes or assessments for any year in which taxes are assessed on the Condominium Property as a whole.

## 11. EXPROPRIATION

- 11.1. 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 Unit Owners, as the agent and attorney-in-fact of each Unit Owner, and shall be entitled to participate in negotiations, settlements and/or proceedings incident thereto. The appointment of the Association as the agent and attorney-in-fact is an appointment coupled with an interest and shall be irrevocable. The expense 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 Unit Owners and to all 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 Unit 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, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

- 11.2. 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 Unit 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 Unit Owners and their Mortgagees, the distribution of which proceeds shall be based on the relative value of each Unit and in accordance with the Unit Owner's 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 Unit Owner or Unit 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 Unit Owners.
- 11.3. 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 tenantable, 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 continue to operate as a Condominium the undamaged Units and the damaged Units which can be made tenantable, and upon recordation in the conveyance records of St Tammany Parish, Louisiana 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 Unit Owners, in the proportionate interest previously owned by each Unit 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 cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Units which are made 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 to such Unit Owner or Mortgagee as set forth in this Section 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 Unit Owner as provided herein, such Unit shall no longer be a part of the Condominium Property, and the proportionate Ownership Interest appurtenant to each remaining Unit shall continue as part of the undivided interest in the Common Elements among the reduced number of Unit Owners.

**11.4. Taking in Excess of 75%.** If seventy-five (75%) or more of the Units are taken or damaged by such taking, all damages and awards for the Common Elements and Limited Common Elements shall be distributed to Unit Owners in proportion to their Ownership Interests in the Common Elements; the award for a Unit shall be allocated to the Unit Owner of such Unit and this Condominium shall terminate upon such payment unless the Unit Owners representing sixty-seven percent (67%) of the total allocated votes in the Association 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 Unit Owners according to their previous Ownership Interests.

**11.5. Notice of Expropriation.** Upon the written request of any Unit 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.

## **12. PROTECTION OF MORTGAGEE**

**12.1. Notice by Mortgagee.** A Unit Owner who mortgages or re-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 a 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 (??) duty to obtain such information or to obtain subsequent addresses in the event such party relocates its offices.

- 12.2. Notice of Default** The Association shall notify a first Mortgagee in writing, upon request of such Mortgagee, of any default by the Unit Owner/mortgagor in the performance of such Unit Owner/mortgagor's obligations which might result in a lien upon the Unit, which has not been cured within thirty (30) days.
- 12.3. 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 (1) 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.
- 12.4. Priority of Tax Liens.** Subject to provisions more fully outlined in Articles 8 and 10, all taxes, Assessments, Special Assessments and charges which may become liens prior to a first Mortgage shall relate only to the individual Units land not to the Condominium Property as a whole.

### **13. OBLIGATIONS AND DUTIES OF UNIT 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 Unit Owner shall:

- 13.1. Comply with Declarations.** Abide by the Declaration, By-Laws, and Rules and Regulations.
- 13.2. Pay Assessments.** Promptly pay the Assessments and Special Assessments levied by the Association as more fully set forth in Article 8 of this Declaration.
- 13.3. Maintenance of Unit** As more fully set forth in Section 15.2 of this Declaration, each Unit Owner shall maintain, repair and replace at his own cost and expense all portions of his Unit requiring maintenance, repair and replacement, including all interior and exterior portions of his Unit (including utility services as set forth in Section 4.6), so as to maintain the Unit as near as possible to its condition when new and first ready for occupancy.
- 13.4. Negligence of Unit Owner.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any occupant of the 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit.
- 13.5. Clearing of Debris.** In no event shall a Unit Owner permit damaged property to stand



within the Unit, and such Unit Owner shall expeditiously clear the Unit of all damage, trash and debris. In the event that the Unit Owner fails to do so, the Association may, ten (10) calendar days after the delivery of written demand to the Unit Owner, cause the Unit to be cleared and shall have the power to assess and collect from the Unit 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.

#### **14. USE AND OCCUPANCY RESTRICTIONS**

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

- 14.1. General Restrictions.** Each Unit 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, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance) or change the exterior color of any Unit or adorn the outside of his Unit, or install outside his Unit any canopy or awning, without the prior written consent of the Architectural Control Committee or the Board of Directors.
- 14.2. 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 approval of the Board of Directors. No Unit 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.
- 14.3. Signs.** All exterior signage, address numbers and business identification shall be of the type and style specified and approved by the Architectural Control Committee and shall conform to the requirements of Section 14.19(a) pertaining to signage. The Association shall pay for and maintain at least one directional sign within the Property.
- 14.4. 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 requirements of any public authority having jurisdiction over the Condominium Property shall be observed and complied with.
- 14.5. 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 Architectural Control foregoing, in order to comply with the Telecommunications Act promulgated by the FCC, nothing herein shall be

construed to prohibit or impair the installation, maintenance or use of the following:

- (a) Antennas that (i) are one meter or less in diameter (diameter or length? I guess a dish would be diameter), and (ii) are used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;
- (b) antennas that (i) are one meter or less in diameter (??) or diagonal measurement, and (ii) are used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite;
- (c) antennas that are used to receive television broadcast signals; or
- (d) a mast supporting any of the antennas described in sections (a), (b) or (c) above;
- (e) provided, however, that the Architectural Control Committee retains the right to dictate where these items should be located. 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 all 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. No music or other loud noises shall be played from any Unit. Satellite reception devices other than those described above are prohibited, except as the Architectural Control Committee may approve.

**14.6. 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 in a location designated by the Association as prescribed from time to time in the Rules and Regulations. Construction rubbish, trash, garbage or other waste shall be stored and disposed of in accordance with the Rules and Regulations. No waste will be permitted on any part of the Common Elements or Limited Common Elements. No disposal of trash, garbage or other waste shall violate any local, state or federal hazardous or toxic waste law, rule or regulation.

**14.7. Prohibited Vehicles and Structures.** Except as permitted by the Rules and Regulations (which may completely prohibit the same) of the Board of Directors of the Association, 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 vehicle may be kept on the Condominium Property. Parking spaces shall be used for parking purposes only. No structure of a temporary character, such as a trailer, shack or other out-building shall at any time be used as an office, temporarily or permanently. No detached structure may be constructed

without first having been approved by the Architectural Control Committee and any such building must conform in every respect, including materials, with the exterior construction of the Unit on that same lot.

- 14.8. Heating and Air Conditioning Equipment.** Heating, ventilating and air conditioning equipment and solar energy systems shall be located solely in areas designated by the Architectural Control Committee.
- 14.9. Building Materials.** No building materials or equipment of any kind may be placed or stored on the Condominium Property by a Unit Owner without written approval of the Board of Directors.
- 14.10. Security.** Unit 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 Unit Owners and occupants.
- 14.11. Obstructions and Alterations.** No Unit Owner shall obstruct any of the Common Elements, Limited Common Elements or any area that is landscaped nor shall any Unit Owner place or cause or permit anything to be placed in any of the Common Elements, Limited Common Elements or area that is landscaped without the written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements, Limited Common Elements or area that is landscaped, except with the prior written consent of the Board of Directors.
- 14.12. Leases of Units.** No Unit Owner may lease his entire Unit for less than a thirty (30) day period. All leases shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
- 14.13. Parking Spaces.** All parking spaces shall be used by the Unit Owners, Unit Owner's lessee, employees, agents and guests, for self-serve parking services on a "first come, first served" basis, except as the Board of Directors may otherwise determine.
- 14.14. Use.** Units may be used for professional offices only. Units shall not be used for any other purpose unless approved by the Board of Directors. No Unit may be used for the sale or distribution of alcoholic beverages. Moreover, The Board of Directors is expressly prohibited from allowing anyone other than TEC Realtors, Inc., Meridien Property Management, Meridien Development, Pelican Title, The Earnest Corporation, and their assignees, heirs and successors to use any unit to conduct real estate brokerage, real estate consulting, title, mortgage, and/or construction services in competition with one of these entities. No Unit may be used for any use or activity that would excessively burden Common Elements or increase the demand for parking spaces beyond the minimum number of parking spaces required in St. Tammany Parish zoning regulations applicable to the Condominium Property or beyond the ratio of parking spaces available

at the Condominium Property based on the Square Footage Allocation to such Unit.

- 14.15. Use by Declarant.** During the period of construction and sale by Declarant of any Units, Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Condominium Property as may be required for purposes of the construction and sale of Units. While Declarant owns any of the Units and until each Unit owned by Declarant is occupied by the purchasers, Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith. Construction materials may be stored on the Common Elements in conjunction with such construction by Declarant.
- 14.16. Re-Subdivision.** No Unit shall be re-subdivided to any dimensions other than those shown on the final approved plans of that Unit without the prior written approval of the Board of Directors and the Architectural Control Committee.
- 14.17. Architect of Record.** All architectural design and redesign services shall be rendered by the Architect of Record. All construction improvements shall be provided by the General Contractor of Record. Declarant reserves the right to remove and replace the Architect of Record at any time during which the Declarant has the right to add additional property and Units pursuant to Article 3 of this Declaration.
- 14.18. General Construction Restrictions.**
- (a) Except with regards to the initial construction of a Unit by the General Contractor of Record, prior to the start of construction, a pre-construction conference shall be held with the Unit Owner, the General Contractor of Record and a member of the Architectural Control Committee to review the rules of construction, staging areas and the overall impact to adjacent Unit Owners. The cost and expenses incurred in connection with such meeting shall be paid by the Unit Owner. The Unit Owner shall present two (2) sets of complete architectural plans for the proposed building or buildings showing the shape, size, quality of workmanship, materials, design, floor plan, exterior color scheme, and elevations and site plan for traffic engineering analysis, showing location and design of building(s), loading areas, maneuvering areas, sidewalks and utilities. The area upon which the Unit is to be constructed shall be graded to direct drainage to the parking lot except for lots naturally sloping away from the parking lot subject to the approval of the Architectural Control Committee. During and after construction, erosion shall be controlled by completely sodding exposed slopes. The use of exposed drain pipe or impervious swale lining is prohibited. This Section 14.18 shall apply to all reconstruction projects as well as all modifications to existing constructions of a Unit performed by someone other than the General Contractor of Record.
  - (b) The Architect of Record for the proposed Unit construction shall be present at the

Architectural Control Committee meeting during review of proposed plans.

- (c) Members of the Architectural Control Committee shall have access to the construction site of a Unit for inspection purposes at all times during construction and for thirty (30) days after the issuance of the certificate of occupancy for the Unit.
- (d) Any modifications to the interior floor plan or exterior of the Unit or site after plan approval must be approved in writing by the Architectural Control Committee.
- (e) A Unit shall be maintained free of debris at all times in accordance with Section 14.6 of this Declaration. Use of a rolling dumpster container shall be permitted during construction in areas approved by the Architectural Control Committee. Upon completion of a Unit all debris, materials and equipment shall be removed immediately and the site shall be properly graded and sodded at the expense of Unit Owner.
- (f) The Owner of the Unit under construction shall be responsible for the immediate repair of or compensation for any construction damage, caused by any person, to any property including Condominium Property, Common Elements, Limited Common Elements and/or other Units as a result of such construction.
- (g) Construction soil, material, debris or other matter washed, blown, carried or placed in or on any area other than the construction site shall be removed immediately.
- (h) Construction of a Unit or any addition or outside structure must be completed within six (6) months, unless delayed due to a shortage of building materials, labor stoppage or a force majeure, or an additional time period is approved by the Board of Directors.

**14.19. Plans, Specifications, Materials and Construction.**

- (a) All plans, specifications, site plan and/or grading plan for Units shall include, and all Units constructed at the Condominium Property shall set forth, reflect or include the non-exclusive requirements or restrictions set forth below. In reviewing such plans, specification, or grading, to insure compliance with this Declaration, the Board of Directors shall consider the suitability of the proposed building or other structure to the Condominium Property.
  - 1) All buildings shall be constructed with ground floor ceiling height of not less than nine feet (9').
  - 2) All exterior lighting must be activated by photosensitive cells installed outside of the Unit and maintained by the Unit Owner.

- 3) Foundations shall be properly designed by the building designer or architect for each Unit and furnished floor elevations must be specified on plans.
- 4) The exterior of each Unit shall be constructed of stucco, brick or siding as approved by the Architectural Control Committee. All siding shall be wood or smooth synthetic single board, lap siding, subject to the approval of the Architectural Control Committee.
- 5) Exterior colors including siding, trim and roof must be approved by the Architectural Control Committee.
- 6) All exterior doors shall be a minimum of 7' 0" in height and shall be raised wood panel construction. Glass openings, if any, shall be true divided lites. Muntin bar width shall be 3/4" maximum. Divided lite arrangement shall be indicated on the drawings for approval by the Architectural Control Committee. All exterior doors shall be protected from weather by an approved architectural element. Screen doors and storm doors are prohibited.
- 7) Wood windows or metal/vinyl-clad wood windows shall be required on all building elevations. Metal or aluminum frames are not permitted. Window design and manufacturer shall be shown on the drawings for approval by the Architectural Control Committee.
- 8) The window covering shall be Graber, 2", Antique White, # 1026, Traditions, unless a variance is granted by the Architectural Control Committee.
- 9) Where shutters are deemed appropriate, only operable wood shutters will be allowed. Shutter width must be proportionate to the window (1/2 the window width) and shall be provided with shutter dogs. All shutters must be approved by the Architectural Control Committee.
- 10) Fascia, eaves and soffits shall be constructed of wood or Hardiplank. No synthetic material will be permitted. Details shall be shown on the drawings for approval by the Architectural Control Committee.
- 11) All exposed flashings and projected metal awnings shall be copper or dark bronze Colorklad (or equal). All gutters and downspouts shall be half-round copper.
- 12) The pitch of the main roof should be not less than 6:12 pitch. The Architectural Control Committee may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the Unit. All shingle colors must be approved by the Architectural Control Committee. Ridge tiles along ridges are required.
- 13) Roofing shingle shall be Owens Corning True Definition Duration Shingles or equal, as approved by the Architectural Control Committee.
- 14) Attic ventilation shall be provided by low-profile power ventilators. Turbine type ventilators are prohibited.
- 15) The location, design and proportions of dormers shall be submitted to the Architectural Control Committee with the plans and specifications and are subject to the approval of the Architectural Control Committee.
- 16) Skylights shall not be permitted.
- 17) All exposed portions of chimneys must be brick or stucco. Chimney caps are required and materials may be brick, slate or flagstone. Stack vents shall be

painted to match the color of the shingles and must be located at the rear of the Unit.

- 18)** All air-conditioning compressors and utility service entry locations (except water and sewer) shall be located at a location approved by the Architectural Control Committee.
- 19)** The Association shall provide power, telephone, water and sanitary sewer to within five feet (5') of the Unit. This development will be served by overhead and underground utilities.
- 20)** The use of solar panels is expressly prohibited unless the use of solar panels is required or mandated by local or national government.
- 21)** Only decorative, permanent type wood fences shall be allowed. Fences shall be constructed of wood (cypress or cedar), wrought iron, painted steel, brick or stucco, as approved by the Architectural Control Committee.
- 22)** No Unit shall exceed two (2) stories in height.
- 23)** Lintel details shall be provided on the drawings for all openings for approval by the Architectural Control Committee.
- 24)** Architectural vernacular shall be French Norman Eclectic as approved by the Architectural Control Committee.
- 25)** No storage sheds will be permitted on any Condominium Property. No prefab, free-standing structures will be permitted.
- 26)** Lighting mounted on buildings or fences shall be no more than seven (7) feet above the ground.
- 27)** Pole lighting is allowed in parking areas. Pole lighting is limited to eighteen (18) feet in height and must be located no closer than fifty (50) feet of the designated line.
- 28)** Any external lighting must be oriented inward, toward the development or structures, to minimize intrusion into surrounding property.
- 29)** Only Monument Signs or Wall Signs are allowed.
- 30)** Only one Monument Sign is allowed per entrance or driveway.
- 31)** One Wall Sign is permitted at each building entrance, in accordance with Section 14.3. The manufacturer, design and size of the Wall Sign will be specified by the Architectural Control Committee. The approved design and size are attached hereto as Exhibit "G".
- 32)** A Monument Sign or Wall Sign may be illuminated but may not flash, blink or fluctuate; and may not be animated. No internal illumination is allowed.
- 33)** All exterior finishes are subject to review by the Architectural Control Committee. If the exterior finishes are not in accordance with the provisions of this Declaration, the Association has the right to sue the offending Unit Owner for specific performance of the terms and conditions of this Declaration, as provided in Sections 15.3 and 16.9.
- 34)** If any other builder other than the General Contractor of Record undertakes to construct any Unit within the Condominium Property, and the Unit is not constructed in accordance with the provisions of this Declaration, the Association has the right to sue the offending contractor for specific

performance of the terms and conditions of this Declaration, as provided in Section 16.9.

- 14.20. Approval of Plans in Writing.** The approval or disapproval of the Architectural Control Committee as required in this Declaration shall be in writing. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the Unit shall be deemed to be in full compliance with this Declaration.
- 14.21. No Liability.** Neither the Association, its Architectural Control Committee, any members thereof, its designated representative, nor the Declarant shall be liable to any person submitting plans and information for approval to the Architectural Control Committee or to any Unit Owner or Owners of Units by reason of any decision made or not made by the Architectural Control Committee or its designated representative or other agents and employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications.
- 14.22. Square Footage Allocation.** Each Unit has been allocated a Square Footage Allocation, as set forth elsewhere in this Declaration and on Exhibit "F." No Unit Owner shall complete his Unit, or shall make any alterations to his Unit, or shall use his Unit in a manner which causes that Unit to use more square footage area than is allocated to it on Exhibit "F." The Association shall have the right to enjoin the use of any Unit in violation of this provision through a mandatory or prohibitory injunction.
- 14.23. 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 Units, shall be final and not subject to appeal or judicial review.
- 14.24. Pad Site Modification.** The designated pad sites located on the Condominium Property may be modified and approved by Declarant, in its sole and uncontrolled discretion.

## **15. MAINTENANCE OF UNIT: ARCHITECTURAL CONTROL COMMITTEE**

- 15.1. Architectural Control Committee.** Except as hereafter provided, the Board of Directors may establish an Architectural Control Committee, consisting of three (3) members, who shall be Unit Owners (or shareholders, officers, directors, members or partners of Unit Owners), appointed by the Board of Directors, each to serve for a term of two (2) years, in order to assure 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 Unit Owners, their guests and tenants; and (iv) promoting the general welfare of the Condominium Property. If no separate Architectural Control Committee is established, the Board of Directors shall serve as the Architectural Control Committee. The Architectural Control Committee shall have such additional duties,



power and authority as the Board of Directors may from time to time provide by resolution adopted by a majority of the Board. The Board may relieve the Architectural Control Committee of any of its duties, powers and authority either generally or on a case by case basis, during which time the functions of the Architectural Control Committee shall be carried out by the Board of Directors. Notwithstanding this provision, however, the Architectural Control Committee shall be appointed by the Declarant during the time period the Declarant may appoint members to the Board of Directors and during such time period, the members of the Architectural Control Committee need not be Unit Owners.

- 15.2. Maintenance of Unit.** Each Unit Owner shall maintain the exterior of his Unit up to and including all Unit boundaries including, but not limited to exterior construction, materials, paint, surfaces, roofs, gutters, down spouts, porches, balconies, walks, drives and foundations in a first-class condition required in Section 13.3 of this Declaration. Each Unit Owner shall do all repairing, replacing, painting, varnishing and redecorating which may at any time be necessary to maintain the first-class condition of his Unit. However, no Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall be obliged to answer any written request by a Unit Owner to alter the exterior of his Unit within thirty (30) days after receipt of such request, and failure to do so within the stipulated time shall constitute consent by the Architectural Control Committee to the proposed alteration. Prior to construction of his Unit, each Unit Owner shall maintain his unimproved Condominium Property in a neat and attractive manner. In the event that any Unit Owner shall fail to comply with this Section, the Association, shall have the right, through itself or its agents, employees or independent contractors, to enter into and/or upon the Unit to repair, maintain and restore the exterior of the Unit to the condition required by this and preceding sections, the cost of which shall be added to and become a part of the Assessment to which the offending Unit and Unit Owner are subject and which shall be payable to and collectible by the Association together with interest at the rate of twelve percent (12%) per annum from the date of the work until repaid, along with costs and attorney's fees in the amount provided for in Article 8 of this Declaration. The Assessment shall be secured by the lien and privilege granted herein and in the Louisiana Condominium Act. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements and Limited Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall also maintain, repair and replace at his own cost and expense the air conditioning and heating and other systems serving his Unit, including those portions located on the exterior of the Units, the roofs, on Common or Limited Common Elements. Each Unit Owner shall maintain his Unit in a neat and attractive manner at all times. Each Unit Owner shall be responsible for the maintenance to eliminate termites on his respective Unit.
- 15.3. Unit Owner Subject to Rights and Duties.** Each Unit Owner shall be subject to all the rights and duties assigned to Unit Owners under this Declaration. The Association shall have the authority to seek legal enforcement of all provisions of this Declaration,

including, but not limited to, the right to seek enforcement by specific performance. All Unit Owners acquiring a Unit hereby consent to the remedy of specific performance if such remedy is asserted by the Association.

- 15.4. **Unrestricted Access.** Each Unit Owner has an unrestricted right of ingress and egress to his Unit. This 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 an 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.
- 15.5. **Right of Entry.** Each Unit Owner will permit access by the Association to maintain or to perform emergency repairs to the Condominium Property.
- 15.6. **Right of Unit Owners to Enforce.** Each Unit Owner has the right, individually or in conjunction with other Unit Owners, to file legal action against the Association to force the Association to enforce this Declaration.

## 16. MISCELLANEOUS

- 16.1. **Amendments and Modifications.** Except as otherwise provided in Section 16.8 of this Article, this Declaration may be amended by the favorable vote of Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association.
- 16.2. **Conflicts.** This Declaration is set forth to comply with the requirements of the Act. Should any provision of this Declaration directly conflict with any provision of the Act, the provision of the Act shall control, except where such provision constitutes a permissible deviation from the terms of the Act.
- 16.3. **Severability.** The invalidity or unenforceability of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration.
- 16.4. **Headings.** The headings and subheadings 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.
- 16.5. **Waiver.** No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same regardless of the number of violations or breaches thereof which may occur.
- 16.6. **Termination.** This Declaration may be voluntarily terminated upon: a) the affirmative vote of Unit Owners representing at least 80% of the total allocated votes in the Association at a meeting of the Association called for that purpose; and b) the consent of eighty (80%) percent of any Mortgagees affected by the termination. A termination in

the event of a casualty or condemnation shall be governed by Articles 9 and 11, respectively. An amendment to this Declaration is governed by Section 16.8. 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 Unit Owners. The percentage of undivided ownership of a Unit 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 Unit Owners in the Condominium Property withdrawn.

- 16.7. Control by Declarant** Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, in the By-Laws of the Association, 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 or officers of the Association for so long as Declarant owns a Unit (but not beyond five (5) years from the recordation date of this Declaration). 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 Section, such right shall pass to the Unit 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 Unit Owners shall elect a new Board of Directors which shall undertake the responsibilities' of the 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 its possession.
- 16.8. 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 Unit Owner or Mortgagee to include an amendment to the horizontal and vertical description of a Unit, or for such other purposes; provided, however, that (i) in the event that such amendment materially alters or changes any Unit Owner's right to the use and enjoyment of his Unit or the Common Elements as set forth in this Declaration or adversely affects the title to any Unit, such amendment shall be valid only upon written consent thereto by a majority in number of the then existing Unit Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Subject to Section 3.1, Declarant shall have the right to increase the number of square feet in the Square Footage Allocation without the consent of the Owners or any Mortgagee. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors or officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the additional property or any portion thereof to the provisions of this Declaration. Any amendment made pursuant to this


Section shall be certified by Declarant as having been duly approved by Declarant, and by such Unit 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 Unit Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Section, and further agrees that, if requested to do so by Declarant, such Unit 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.


**16.9. Enforcement** The Association shall have the authority to enforce this Declaration whether by specific performance, injunction, and/or the assessment of damages. The Association shall be entitled to recover attorneys' fees, court costs and any other expenses incurred in any action in which it seeks to enforce this Declaration.

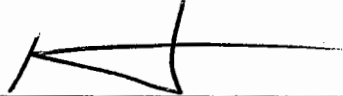
THUS DONE, READ AND SIGNED at MANDEVILLE, Louisiana, on the 11<sup>th</sup> day of July, 2014 in the presence of the undersigned competent witnesses and Notary in duplicate originals after a due reading of the whole.

**WITNESSES:**

**East Gate Commercial, LLC:**

  
\_\_\_\_\_  
Name: C.C. INMAN

  
\_\_\_\_\_  
Mark E. Inman, Its Duly  
Authorized Representative

  
\_\_\_\_\_  
Notary Public **Kenneth S. Moran**  
Attorney at Law/Notary Public  
Name: \_\_\_\_\_  
Notary ID #: \_\_\_\_\_ State of Louisiana  
My Commission Expires Upon LSBA No. 25801  
Dec 31, 2016

### Exhibit "A"

### Property Description



**RANDALL W. BROWN & ASSOCIATES, INC.**

228 West Causeway Approach Road  
Mandeville, Louisiana 70448

(985) 624-5368 • FAX (985) 624-5309

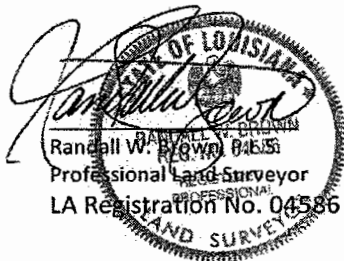
**PROPERTY DESCRIPTION**

**Parcel 38  
Beau Chene Subdivision  
Sec. 4 & Part of Sec. 3, Phase 3  
St. Tammany Parish, Louisiana**

All that certain parcel of ground know as Parcel 38, Beau Chene Subdivision, Sec. 4 & Part of Sec. 3, Phase 3, St. Tammany Parish, Louisiana and more fully described as follows.

Commencing from the intersection of the westerly right of way line of US. Hwy 190 Service Road and the northerly right of way line of Fontainbleau Drive, also known as the **Point of Beginning**, go North 81 degrees 53 minutes 55 seconds West along the northerly right of way line of Fontainbleau Drive a distance of 268.48 feet; thence go along a curve to the right having a radius of 188.41 feet and an arc length of 154.56 feet; thence go along a curve to the left having a radius of 483.84 feet and an arc length of 48.36 feet (plat - 48.45 feet); thence leave said right of way and go North 28 degrees 40 minutes 37 seconds East a distance of 244.93 feet; thence go South 70 degrees 12 minutes 20 seconds East a distance of 362.70 feet to a point on the westerly right of way line of US. Hwy 190 Service Road; thence go South 08 degrees 10 minutes 05 seconds west along said right of way a distance of 249.37 feet back to the **Point of Beginning**.

Said parcel contains 2.62 acres of ground more or less.



Professional Land Surveyors

• Planners •

Consultants

**Exhibit "B"**

**Articles of Incorporation**

**Beau Chene Office Park II Owners Association, Inc.**

BE IT KNOWN, that on the dates set forth below, before me, the undersigned Notary Public, personally came and appeared Mark Earnest Inman, who declared that availing himself of Louisiana law relative to non-profit corporations (La. R.S. 12:201 et seq.), he does hereby organize a non-profit corporation as defined in La. R.S. 12:201 (7) in accordance with the following Articles of Incorporation.

**ARTICLE I**

**NAME**

The name of the Corporation shall be **BEAU CHENE OFFICE PARK II OWNERS ASSOCIATION, INC.**

**ARTICLE II**  
**DEFINITIONS**

- A. **Act** means the Louisiana Condominium Act La. R.S. 9:1121.101 et seq.
- B. **Association** means the non-profit corporation created by these Articles.
- C. **Condominium** means the property regime established by the Declaration under which portions of the Condominium Property are subject to individual ownership and the remainder is owned in indivision by the Owners, and to be known as "Beau Chene Office Park II Owners Association".
- D. **Condominium Property** means all of the interest in the immovable property, described in Exhibit "A", attached to and made a part of the Declaration, the improvements thereon and the component parts thereof, and all servitudes and other rights attaching to the Condominium.
- E. **Declaration** means that instrument executed in conformity with the provisions of the Act for the purpose of establishing a Condominium form of ownership upon the Condominium Property entitled "Beau Chene Office Park II Owners Association", the original of which was recorded with the Clerk and Recorder of Mortgages for St. Tammany Parish, Louisiana as such Declaration may be amended and restated from time to time.
- F. **Member(s)** means the Owner(s) who, by virtue of these Articles and their status as Owners, are members of the Association.
- G. **Owner** means the owner(s) of record title to a Unit

- H. **Unit** means that part of the Condominium Property subject to individual ownership as established in and governed by the Declaration, and includes such accessory rights and obligations as stipulated in the Declaration.

All other words and phrases shall have the meanings ascribed to them in the Declaration and/or the Act.

As used herein, the masculine shall include the feminine, and the singular shall include the plural, and vice versa.

### **ARTICLE III** **DURATION**

The Association shall enjoy perpetual existence. The Association may not be dissolved until the Condominium is terminated in accordance with the Declaration.

### **ARTICLE IV** **PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Condominium and the Condominium Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

### **ARTICLE V** **POWERS**

The powers of the Association shall include the following:

- A. The Association shall have all the powers of a non-profit corporation organized under the provisions of La. R.S. 12:201, et. seq., which are not in conflict with the terms of the Act or these Articles.
- B. Subject to the rights of the Declarant, the Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles and the Declaration, and all of the powers and duties reasonable and necessary to operate {the Condominium as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
  1. To adopt and amend By-Laws, Rules and Regulations;
  2. To adopt and amend budgets for revenues, expenditures, and reserves;
  3. To levy and collect Assessments and Special Assessments when necessary, from the Owners for Common Expenses and Limited Common Expenses and to utilize the proceeds of Assessments and Special Assessments in the exercise

- of its powers and duties;
4. To establish reserves for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other purposes appropriate to the function of the Association;
  5. To contract for the management of the Condominium and to delegate powers and duties to management entities, employees, agents, consultants, and independent contractors;
  6. 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;
  7. To make contracts and to incur debt and liabilities;
  8. To regulate the administration, use, maintenance, repair, replacement and modification of the Condominium Property;
  9. To cause additional improvements to be made to the Common Elements and Limited Common Elements;
  10. 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 personal or mixed property, and immovable property (and the component parts thereof) with the consent of sixty seven (67%) percent of the voting power of the Association;
  11. To grant servitudes, easements, leases, licenses and concessions through or over the Common Elements and Limited Common Elements;
  12. To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and as to Limited Common Elements, to impose and receive payments, fees and charges for the use, rental and operation thereof on those to whom the Limited Common Elements are allocated;
  13. To impose charges for late payment of Assessments and to levy reasonable fines for violation of the Declaration, the By-Laws, or the Rules and Regulations;
  14. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, plans, plats and resale certificates required by law or statements of unpaid Assessments;
  15. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;
  16. To provide for the indemnification of its officers, executive board, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
  17. To exercise any other rights and powers conferred upon it from time to time herein, in the By-Laws, and/or the Declaration;
  18. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations; and
  19. To generally exercise any and all oilier powers necessary and proper for the governance and operation of the Association and the Condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.



**ARTICLE VI**  
**MEMBERSHIP**

The qualification of Members, manner of admission, and voting rights shall be as follows:

- A. The Association is organized on a non-stock basis.
- B. Members shall consist exclusively of all Unit Owners, and no other person or other entity shall be entitled to membership. There shall be one class of Members.
- C. A change in membership of the Association shall be established by recording in the public records of St. Tammany Parish, Louisiana, a deed or other instrument establishing record title to a Unit and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby becomes a Member and the membership of the prior Owner shall thereby be terminated.
- D. The interest of any Member in the Association and in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Unit.
- E. The voting rights of the Members shall be determined by the Declaration or by the By-Laws.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the By-Laws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the By-Laws shall be exercised exclusively by the Board of Directors.

The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and qualified, or until removed are as follows:

Mark E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

Margie E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

Christopher C. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

Any director absent from a meeting of the Board of Directors may be represented by any other director or Member, who may cast the vote of the absent director according to the general or special written instructions of the absent director.

**ARTICLE VIII**  
**OFFICERS**

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting, which officers shall serve at the pleasure of the Board of Directors and whose number, qualification, powers, duties and term of office shall be set forth in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**Name & Address**

Mark E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

**Title**

President

Christopher C. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

Vice President

Margie E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

Secretary-Treasurer

**ARTICLE IX**  
**BY-LAWS**

The Association shall be governed by the By-Laws which are adopted and approved by the Association.

**ARTICLE X**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be located at 105 Beau Chene Boulevard, Mandeville, LA 70471. The full name and address of the Association's registered agent is:

Mark E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

**ARTICLE XI**  
**INCORPORATOR**

The name and address of the initial incorporator of the corporation as set forth in the original Articles of Incorporation is

Mark E. Inman  
105 Beau Chene Boulevard  
Mandeville, LA 70471

**ARTICLE XII**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

The Articles may be amended by the Declarant (as that term is defined in the Condominium Declaration of Beau Chene Office Park II Owners Association) for as long as the Declarant owns a Unit (but not beyond five (5) years from recordation of the Declaration) and thereafter by favorable vote of Owners holding two-thirds (2/3<sup>rd</sup>) of the total voting power in the Association at the annual meeting or any special meeting called for that purpose.

**ARTICLE XIII**  
**INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon

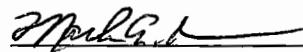
them in connection with any proceeding to which they may be a party, or in which they may become involved by reason of their being or having been a director or officer of the Association, or any settlement thereof, whether or not they is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of their duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. This right of indemnification shall be in addition to and not exclusive of all other rights as to which such director or officer may be entitled.

THUS DONE, READ AND SIGNED at Mandeville, Louisiana, on the 11<sup>th</sup> day of July 2014 in the presence of the undersigned competent witnesses and Notary in duplicate originals after a due reading of the whole:

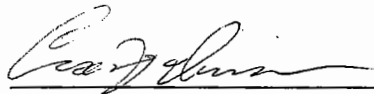
**WITNESSES:**

  
\_\_\_\_\_

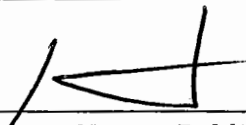
Name: P.C. INMAN

  
\_\_\_\_\_

Mark E. Inman  
Incorporator

  
\_\_\_\_\_

Name: Craig Inman

  
\_\_\_\_\_

Notary Public Kenneth S. Moran  
Name: \_\_\_\_\_ Attorney at Law/Notary Public  
Notary ID #: \_\_\_\_\_ State of Louisiana  
My Commission Expires Upon \_\_\_\_\_ LSBA No. 25801

**DESIGNATION AND ACKNOWLEDGMENT OF REGISTERED AGENT**

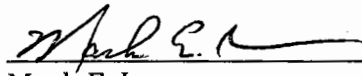
of

**Beau Chene Office Park II Owners Association, Inc.**  
a Louisiana Non-Profit Corporation

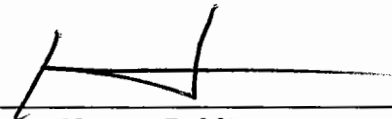
NAME AND ADDRESS OF REGISTERED AGENT(S):

Mark E. Inman  
105 Beau Chene Boulevard  
Mandeville, Louisiana 70471

I HEREBY ACCEPT THE APPOINTMENT OF REGISTERED AGENT:

  
\_\_\_\_\_  
Mark E. Inman

Sworn to & Subscribed before me  
This 11<sup>th</sup> day of July, 2014

  
\_\_\_\_\_

Notary Public **Kenneth S. Moran**  
**Attorney at Law/Notary Public**  
**State of Louisiana**  
**LSBA No. 25801**

Name: \_\_\_\_\_

Notary ID / Bar Roll #: \_\_\_\_\_

My Commission Expires Upon: DATA

**Exhibit "C"**

**BY-LAWS OF  
BEAU CHENE OFFICE PARK II OWNERS ASSOCIATION, INC.**

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**BEAU CHENE OFFICE PARK II  
OWNERS ASSOCIATION, INC.**

**BY-LAWS**

**ARTICLE 1 ASSOCIATION MEMBERSHIP AND OPERATION**

**1.01 Definitions.** The definitions contained in Section 2 of the Declaration of Condominium hereinafter referred to as "the Declaration," apply to these By-Laws.

**1.02 Association Membership.** The property described in Exhibit "A" attached and made a part of the Declaration, hereinafter called "the Condominium Property", located in St Tammany Parish, Louisiana has been submitted to a Condominium regime under the provisions of the Louisiana Condominium Act, R.S. 9:1121.101 et seq., hereinafter referred to as "the Act," by the Declaration recorded or to be recorded in the office of the Clerk and Recorder of Mortgages of St. Tammany Parish, Louisiana. Each Unit Owner shall be a Member of the Association. Membership is appurtenant to and shall not be separated from Unit ownership. The membership of each Unit Owner shall terminate when he ceases to be an Owner. Upon the sale, in the Condominium Property, his membership in the Association shall be transferred to the new Owner in accordance with the provisions of the Articles of Incorporation, hereinafter referred to as "the Articles", the Declaration and these By-Laws.

**1.03 Purpose of By-Laws.** The provisions of these By-Laws shall govern the use and occupancy of the Condominium Property, and the administration and operation of the Association.

**1.04 Application.** All present and future Owners, Mortgagees, lessees and occupants of Units and their employees, agents, guests and any other persons who may use and/or occupy the Condominium Property in any manner are subject to the Articles, the Declaration, these By-Laws and the Association's administrative Rules and Regulations pertaining to the use and operation of the Condominium Property. The acceptance of title to a Unit, the entering into of a lease, or the act of occupancy of a Unit, shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

**1.05 Office.** The office of the Association and of the Board of Directors shall be located at 105 Beau Chene Boulevard, Mandeville, LA 70471.

**ARTICLE 2 THE ASSOCIATION**

**2.01 Powers and Duties.** The Association shall have the powers and duties set forth in the Declaration and in its Articles of Incorporation.



- 2.02 Annual Meetings.** The annual meeting of the Association shall be held on the first Monday of December, unless such date shall occur on a holiday, in which event the meeting shall be held on the next succeeding business day. At such meetings the Board of Directors shall be elected by a vote of the Owners for staggered terms in accordance with Section 3.02. The Owners may transact such other business at such meetings as may properly be done before the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or the Act.
- 2.03 Place of Meetings.** Meetings of the Association shall be held at the office of the Association designated in Section 1.05 or at such other suitable place in St Tammany Parish, Louisiana as may be designated from time to time by the Board of Directors.
- 2.04 Regular Meetings.** Regular meetings of the Association may be held at such time as shall be determined by a majority of the Ownership Interests of members of the Association, and by the Declarant for as long as it owns a Unit (with respect to Declarant: in no event beyond five (5) years from the recordation date of the Declaration). At least one (1) such meeting shall be held during the first Association fiscal year, and thereafter two (2) regular meetings shall be held during each Association fiscal year. Notice of regular meetings of the Association shall be given to each member of the Association, by first class mail or telefax, at least ten (10) business days prior to the day designated for such meeting.
- 2.05 Special Meetings.** Special meetings of the Association may be called by the Declarant, the President, or by a majority of the Board of Directors, or by the Owners holding at least forty (40%) percent of the Ownership Interests, on not less than three (3) business days' notice to each member of the Association, given by first class mail, telephone or telefax, which notice shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.
- 2.06 Waiver of Notice.** Any member of the Association may, or in the event of action which requires the consent of any Mortgagee, the mortgagee may, at any time, waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of the required notice. Attendance by a member of the Association at any meeting of the Association shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Association are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.
- 2.07 Quorum.** The presence in person or by written proxy of Owners holding a majority of Ownership Interests shall constitute a quorum at all meetings of the Association.
- 2.08 Adjournment of Meetings.** If any meeting of the Association cannot be held for lack of a quorum, votes by persons possessing a majority of the Ownership Interests present at

such meeting, whether present in person or by written proxy, those Owners present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, the Owners (in person or by proxy) attending shall constitute a quorum and, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

**2.09 Voting.** Voting at all meetings of the Association shall be based on the Ownership Interest per Unit allocated to all Units in the Declaration, as it may be amended. When the ownership of a Unit is in more than one (1) person, the person entitled to cast the vote for such Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. In the absence of such named person from the meeting, the person owning such Unit and present at the meeting shall be entitled to cast such Unit's votes. There shall be no cumulative voting.

**2.10 Majority of Association Votes.** As used in these By-Laws, for the purpose of voting, a "majority" of the Association shall mean those Owners holding more than 50% of the votes of Ownership Interests, in person or by written proxy, and voting at any meeting of the Association at which a quorum is present. A majority of Association votes at a meeting at which a quorum is present shall be binding upon the Association (and Owners) for all purposes except where a higher percentage vote is required by law, by the Articles, by the Declaration or by these By-Laws, or where the consent of a majority of the Mortgage Holders is required. In the circumstances in which a higher percentage is required, or the consent of the Mortgage Holders is required, a vote of the Owners of the required percent of the Ownership Interests at a duly called meeting, and written consent from the required percent of Mortgage Holders shall be binding upon the Association for such purposes.

**2.11 Proxies.** An Owner may vote by proxy at any meeting of the Owners, provided such proxy is in writing and signed by the Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary prior to the commencement of the meeting and shall be retained in the records of the Association.

**2.12 Order of Business.** The order of business at all meetings of the Association shall be as follows:

- 2.12.1 Roll call (proof of quorum);
- 2.12.2 Proof of notice of meeting;
- 2.12.3 Reading of minutes of preceding meeting;
- 2.12.4 Reports of Officers;
- 2.12.5 Report of Board of Directors;
- 2.12.6 Reports of Committees;
- 2.12.7 Election of members of Board of Directors, if applicable;
- 2.12.8 Unfinished business; and
- 2.12.9 New business.

**ARTICLE 3 BOARD OF DIRECTORS**

**3.01 Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. For so long as the Declarant owns a Unit, (but not beyond five (5) years from the recordation date of the Declaration), the Declarant shall have the sole and exclusive right to appoint the Directors of the Association. Any Director appointed by the Declarant need not be an Owner. Thereafter, the Board of Directors shall be composed of three (3) persons, all of whom shall be Owners, or, in the case of partnership Owners or Mortgagees, shall be partners, employees or spouses of partners of such partnership, or in the case of corporate Owners or Mortgagees, shall be officers, shareholders or employees of such corporation, or in the case of fiduciary Owners or Mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries or in the case of limited liability company owners, members of such limited liability company. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant. Nothing herein shall prohibit the Declarant from relinquishing his right to appoint Directors prior to the time period set forth herein.

**3.02 Term of Office.** At the first annual meeting of the Association, three (3) Directors shall be appointed by the Declarant to the Board as follows: one (1) Director to hold office for a term of one (1) year and until his or her successor shall be elected and qualified, one (1) Director to hold office for a term of two (2) years and until his or her successor shall be elected and qualified, one (1) member of the Board to hold office for a term of three (3) years and until his or her successor shall be elected and qualified. Thereafter, each Director elected shall hold office for a term of three (3) years and until his or her successor shall be elected and qualified. In the event a Director sells all of his ownership interest in the Units, the director may at their own option remain on the Board of Directors throughout the expiration of their current term or find a suitable replacement Director who meets all other qualifications of being a Director under these By Laws.

**3.03 Removal of Members of Board of Directors.** At any regular or special meeting of the Association, any one or more of the Directors may be removed from office with or without cause by the Declarant for as long as it has the right to appoint Directors and thereafter by a vote of Owners holding two-thirds (2/3rds) of the Ownership Interests of the Association. A successor may then and thereafter be elected to fill the vacancy thus created for the remainder of the unexpired term of the former member whom he succeeds. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Failure to attend three (3) consecutive meetings of the Board and/or bringing a cause of action against the Association shall be deemed to be cause for removal.

**3.04 Vacancies.** Except as provided in Section 3.01, vacancies occurring in the Board for

any reason other than the removal of a Director pursuant to Section 3.03 shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. If such vacancies occur simultaneously, however, they shall be filled by election of the Association members at a special meeting called in accordance with Section 2.05 for that purpose. Each person so elected shall be a Director for the remainder of the unexpired term of the former Director whom he succeeds, and until his successor shall be elected and qualified.

**3.05 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two (2) such meetings shall be held during each Association fiscal year. Notice of regular meetings of the Board shall be given to each Director by the Secretary at least ten (10) business days prior to the day designated for such meeting.

**3.06 Special Meetings.** Special meetings of the Board of Directors may be called by the President on not less than three (3) business days' notice to each Director, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or by a majority of the Board of Directors in like manner and on like notice on the written request of at least two Directors.

**3.07 Waiver of Notice.** Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of the required notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**3.08 Majority and Quorum.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

**3.09 Board Meeting.** The President shall preside at meetings of the Board. The Secretary shall record and maintain the minutes of the meetings and shall perform such all other duties as may be delegated by the Board of Directors. The then current edition of Robert's Rules of Order shall govern the conduct of such meetings of the Board when not in conflict with the Declaration or the Act.

**3.10 Action Without A Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall

individually or collectively consent in writing to such action or all of the Directors consent to a meeting held by telephone conference calls. Any such written consent shall be filed with the minutes of the proceedings of the Board.

**3.11 Fidelity Bonds.** The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense. In the event Association funds are held by a professional management company or a designated Managing Agent, the Board of Directors may, but shall not be required, to obtain a fidelity bond for other employees or officers of the Association.

**3.12 Compensation.** No Director shall receive any compensation from the Association for acting as such except as approved by a resolution duly adopted by a majority vote of the total voting power of the Association.

**3.13 Liability of the Board of Directors.** The Directors shall not be liable to the Association or to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual, willful misconduct or bad faith. Every agreement made by the Board or by the Managing Agent on behalf of the Association shall provide that the Directors or the Managing Agent are acting solely as agents for the Association and shall have no personal liability thereunder, and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder equal to his Ownership Interest.

**3.14 Non-Delegation.** Nothing in this Article 3 or elsewhere in these By-Laws shall be considered to grant to the Board of Directors, the Association or the Association officers any powers or duties which, by law, have been delegated to the Owners.

**3.15 Common or Interested Directors.** No contract or other transaction between this Association and one or more of its Directors or between this Association and any corporation, firm or association in which one or more of the Directors of this Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes or approves the contract or transaction because his or their votes are counted, if either of the following circumstances exist:

3.15.1 The fact of the common directorship or financial interest is disclosed or known to the Board of Directors or committee and noted in the minutes and the Board of Directors or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors;  
or

3.15.2 The contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

**3.16 Quorum.** Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction to which Section 3.15 applies.

#### **ARTICLE 4 OFFICERS**

**4.01 Designation.** The principal officers of the Association shall be (a) the President, (b) the Vice President, and (c) the Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be deemed necessary. One or more of the officer positions may be held by members of the Board of Directors.

**4.02 Election of Officers.** Officers shall be elected annually by the Board of Directors by a majority vote and shall hold office at the pleasure of the Board of Directors. In the event of death, resignation, or incapacity of an officer, his successor may be elected by a majority vote of the Board of Directors, at any regular or special meeting of the Board, to hold office for the unexpired term of the officer he succeeds.

**4.03 Removal of Officers.** Upon the affirmative vote of two-thirds (2/3) of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular or special meeting of the Board of Directors, to hold office for the unexpired term of the officer he succeeds.

**4.04 President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are incident to his office and incident to the office of president of a non-profit corporation organized under Louisiana law (La. R.S. 12:201 et seq.), including but not limited to the power to appoint from among the Owners any committee which he determines is appropriate to assist in the conduct of the affairs of the Association.

**4.05 Vice-President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint one of the Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as from time to time may be delegated to him by the Board of Directors or by the President.

**4.06 Secretary/Treasurer.** The Secretary/Treasurer shall record and maintain the minutes of all meetings of the Association and serve as Parliamentarian at all meetings of the Association; he shall have charge of such books and papers as the Association may direct; he shall also maintain accurate records of all receipts and expenditures and a separate account for each Unit which shall indicate the name and mailing addresses of the Owners, the amount of each Assessment, the date when due, and the balance due thereon; and he shall, in general, perform all the duties incident to his office and incident to the office of secretary of a non-profit corporation organized under Louisiana law (La.

R.S. 12:201 et seq). In his capacity as Treasurer, he shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to his office and to the office of treasurer of a non-profit corporation organized under Louisiana law (La. R.S. 12:201 et seq). These duties may be delegated to a Managing Agent or professional management company, in which event, said Managing Agent or professional management company need provide evidence of sufficient fidelity coverage.

**4.07 Board of Director's Control.** The powers and duties of officers shall at all times be subject to the control of the Board of Directors.

**4.08 Agreements, Contracts, Deeds, Checks, Etc.** All written instruments to which the Association is a party shall be executed and delivered by such person(s) as may be designated by the Board of Directors.

**4.09 Compensation of Officers.** The officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by a majority of the voting power of the Association.

## **ARTICLE 5 OPERATION OF THE CONDOMINIUM PROPERTY**

**5.01 Fiscal Year.** The fiscal year of the Association shall be January 1 through December 31 unless otherwise directed by the Board of Directors.

**5.02 Determination of Common Expenses and Limited Common Expenses.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the operation of the Association; determine the amount required to meet the Common Expenses and Limited Common Expenses of the Condominium; and allocate and assess such Common Expenses and Limited Common Expenses against the Owners according to their Ownership Interests. To the extent that the Assessments and other sums collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall be taken into account Any surplus shall, at the sole discretion of the Board of Directors, be placed in the replacement reserve account as required by Article 7 of the Declaration, or be credited according to each Owner's Ownership Interest to the next installment due from the Owners under the current fiscal year's budget, until exhausted. Any deficit shall promptly be assessed against the Owners in accordance with each Owner's Ownership Interest and shall be payable in full with the payment of the next Assessment due. The budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements or the Limited Common Elements. The budget shall provide for a reserve for replacements, in a reasonable amount as determined by the Board. The budget shall not require an Assessment of Owners for

Common Expenses and Limited Common Expenses in an amount exceeding one hundred fifteen (115%) percent of the Common Expenses and Limited Common Expenses for the preceding year unless such budget is approved by a majority of the voting power of the Association at a duly called meeting of the Owners at which a quorum is present. Notwithstanding the above, in the event of an increase of the monthly Assessment in excess of 125% over the previous year's Assessment, the approval shall be in accordance with the vote requirement set forth in Section 16.1 of the Declaration. The Board of Directors shall advise each Owner in writing of the amount of the Assessment payable by him, and shall furnish copies of each budget on which such Assessment is based to all Owners.

**5.03 Insurance.** The Association shall effect and maintain such insurance coverage as are required by Louisiana law (La. R.S. 9:1123.112), and by Article 9 of the Declaration.

**5.04 Statement of Unpaid Common Expenses & Limited Common Expense Assessments.** Upon receipt of the Unit Owner's written authorization, the Board of Directors shall promptly provide any Owner, Mortgage Holder, insurer, prospective Mortgagee or owner, or guarantor, who makes a request in writing, with a written statement of the unpaid Common Expense, Limited Common Expense Assessments and Special Assessments attributable to such Unit and a statement showing receipts and expenditures of the Association.

**5.05 Holding of Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such Special Assessments as may be levied hereunder and under the Declaration against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Owners according to their Ownership Interests.

**5.06 Records & Statements of Account.** The Board of Directors shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expense and Limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Such records and the vouchers authorizing the payments involved shall be available for examination by the Owners at convenient hours during week days. The Board shall indicate the name and address of the Owner, the amount of each Assessment and Special Assessment for Common Expenses and Limited Common Expenses, the date on which the Assessment and Special Assessment becomes due, amounts paid on the account, and any balance due. The Association shall, upon written request, provide written notification to a first Mortgagee of any default on the part of an Owner under the Declaration, the Articles, these By-Laws or the Rules and Regulations which is not cured within sixty (60) days. The Board of Directors shall also provide notice to Mortgage Holders and shall permit Mortgage Holders access to books and records sufficient to comply with Article 7 of the Declaration and Section 1124.107 of the Act.



**5.07 Discharge of Liens.** The Board of Directors may direct the Association to discharge any mechanic's lien or any encumbrance which, in the opinion of the Board of Directors may constitute a lien against the Condominium Property or the Common Elements or the Limited Common Elements, rather than a lien against only a particular Unit. When less than all the Owners are responsible for the existence of any such liens, the Owners responsible shall be liable in solido for the amount necessary to discharge such liens (or reimburse the Association for same if paid by the Association) and for all costs and expenses, including attorneys' fees, incurred by reason thereof.

## **ARTICLE 6 RECORDS**

**6.01 Records & Audits.** The Association shall keep detailed records of the actions of the Association, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as provided for in Section 5.6. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Association to all Owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association, shall be rendered by the Association to all Owners and to all Mortgagees who have requested the same, as soon as practicable, but not more than 120 calendar days after the end of each fiscal year of the Association.

## **ARTICLE 7 INDEMNIFICATION**

**7.01 General.** The Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, on behalf of the Owners or the Association, or arising out of their status as Directors, officers, or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of and/or payment of any claim or action, in which any such Director, officer or committee member may be involved by virtue of such persons being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his<sup>1</sup> duties as such Director, officer or committee member; or (ii) in any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable grounds for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer or committee member.

**7.02 Success of Merits.** To the extent that the Director or an officer of the Association or a member of any committee appointed pursuant to these By-Laws has been successful on

the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 7.01, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

**7.03 Advance Payment.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in this Article.

**7.04 Miscellaneous.** The Association and the Board shall have the power to raise and the responsibility for raising, by Special Assessment or otherwise, any sums required to discharge its obligations under this Article 7; provided, however, that the liability of any Owner arising out of any contract made by or other acts of the Directors, officers, members of such committee, or out of the aforesaid indemnity in favor of the Directors, officers, members of such committees shall be limited to his Ownership Interest. Every agreement made by the Directors, officers members of such committees shall provide that the Directors, Board, officers, member of such committees, as the case may be, are acting only as agents for the Owners or the Association, and the Owners shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to his Ownership Interest. The indemnification provided by this Section 7.04 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a Director or officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such person or entity.

## **ARTICLE 8 AMENDMENTS TO BY-LAWS**

**8.01 Amendments to By-Laws.** The Declarant may modify or amend these By-Laws for so long as Declarant owns a Unit (but not beyond five (5) years from the recordation date of the Declaration), and thereafter these By-Laws may be modified or amended by the favorable vote of Owners holding two-thirds (2/3) of the Ownership Interests of the Association at a meeting of the Association duly called for such purpose, except as hereinafter otherwise provided herein, or in the Declaration.

## **ARTICLE 9 MISCELLANEOUS**

**9.01 Conflicts.** These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of the Act or of the Declaration, the provisions of the Act or of the Declaration, as the case may be, shall control.

**9.02 Notices.** All notices to the Association or to the Board of Directors shall be sent by registered or certified mail, to the office of the Board or to such other address as the Board may hereafter designate from time to time. The Association shall also send

notice to all Mortgage Holders requesting notice, of any proposed action requiring the consent of a specified number of Mortgage Holders. Except as otherwise specifically provided in the By-Laws or Declaration, all notices to any Owner shall be sent by registered or certified mail to the municipal address as may have been designated by him from time to time, in writing, to the Association or may be delivered to the Owner's Unit if the Owner is an occupant thereof. All notices to Mortgagees shall be sent by first class mail to their respective addresses as designated.

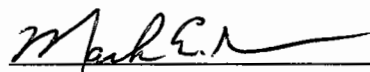
**9.03 Severability.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity and enforceability, or effect of the balance, of these By-Laws.

**9.04 Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

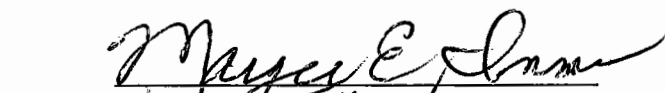
**9.05 Gender.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.


**9.06 Waiver.** No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

The foregoing were adopted as the By-Laws of Beau Chene Office Park II Owners Association, Inc. at the meeting of its Board of Directors held at Mandeville, Louisiana on July 11, 2014.

  
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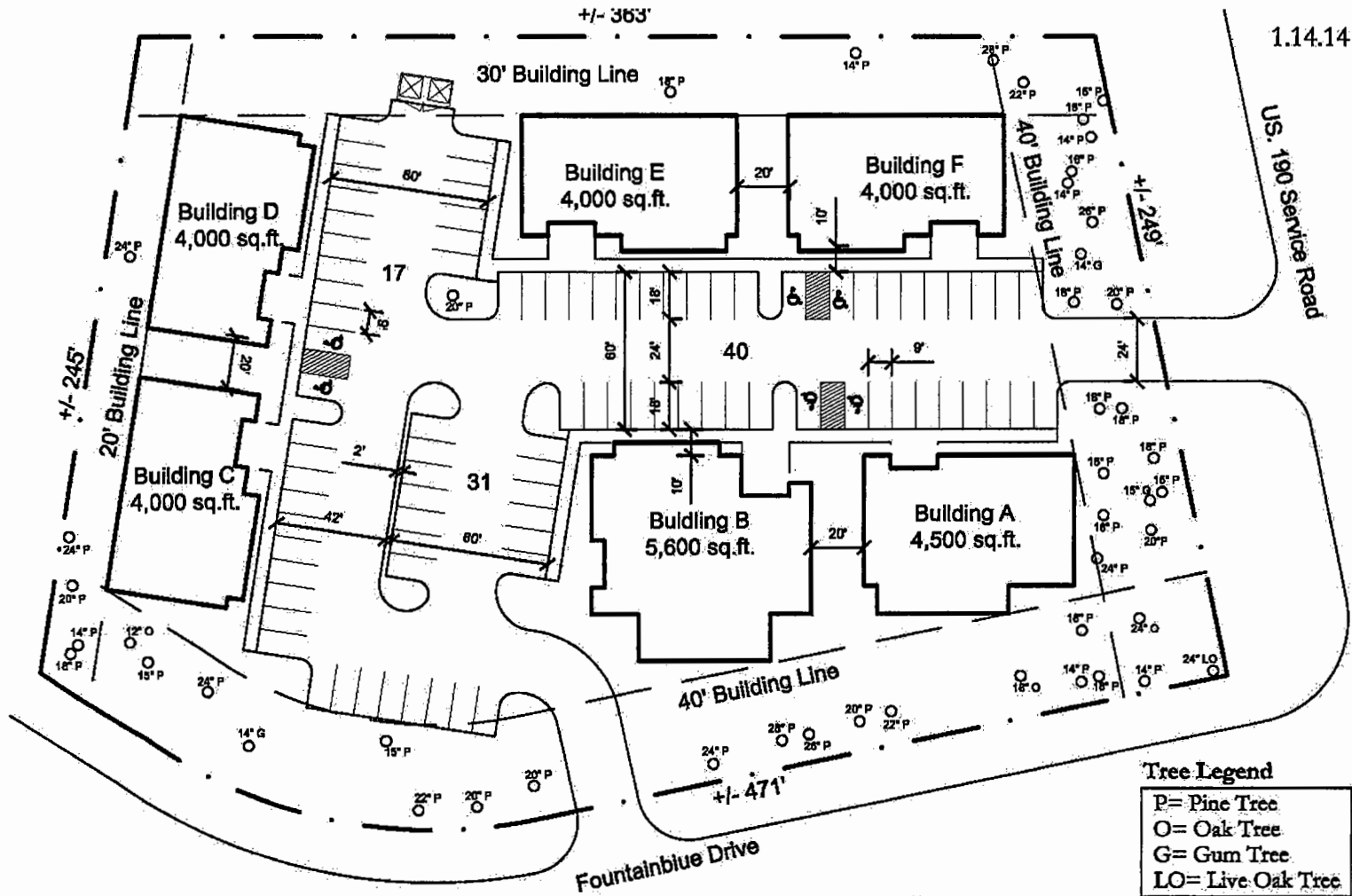
Mark E. Inman Director

  
\_\_\_\_\_

  
\_\_\_\_\_

C.C. INMAN, Director

Exhibit "D"  
Plat



1.14.14

**Tree Legend**

- P= Pine Tree
- O= Oak Tree
- G= Gum Tree
- LO= Live Oak Tree

**Site Information**

Total Site = 2.6 acres  
 Total Gross SF shown (approx) +/- 26,100 GSF  
 Total Parking Spaces (approx) = 88 spaces  
 \*incl. HC  
 1 space per 295 gross sq.ft.


Beau Chene Office Park  
Conceptual Site Plan



### Exhibit "E" Elevations

12.3.13  
Beau Chene Office Park



 RITTER MAHER  
ARCHITECTS

**Exhibit F**  
**Ownership Interests**

The title and interest of each Unit Owner in and to the Common Elements, his proportionate share in the Surplus and his proportionate share in the responsibility for payment of the Common Expenses is based upon each Unit Owner's "Ownership Interest" as defined in the Declaration and is expressed herein as a percentage, as defined below. Notwithstanding the following percentage Ownership Interests, each Unit Owner shall be entitled to the number of votes for each Unit in matters decided by the Association or Unit Owners as scheduled in the following table:

<b>Building Number</b>	<b>Square Footage</b>	<b>Ownership Interest</b>	<b>Allocated Number of Votes</b>
<b>A</b>	4,500	17.23%	173
<b>B</b>	5,600	21.45%	215
<b>C</b>	4,000	15.33%	153
<b>D</b>	4,000	15.33%	153
<b>E</b>	4,000	15.33%	153
<b>F</b>	4,000	15.33%	153
<b>Totals</b>	<b>26,100</b>	<b>100%</b>	<b>1000</b>

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 and responsibility in and to the Common Elements and Common Expenses is declared to be as scheduled on the above table.