

**CONDOMINIUM DECLARATION  
OF  
PLAZA VILLAGE CONDOMINIUMS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 26<sup>th</sup> day of January, 1982, before me, the undersigned authority, personally came and appeared:

HEBERT CONSTRUCTION COMPANY, INC. a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by its President, John Harry Hebert, duly authorized per resolution of the Board of Directors of said corporation, a certified copy of which is recorded under Act Number 407046 of the records of the Lafayette Parish Clerk of Court's Office, Lafayette, Louisiana, (hereinafter sometimes referred to as "Declarant"),

who declared that the Declarant does hereby avail itself of the provisions of the Louisiana Condominium Act (Louisiana Revised Statutes, Title 9, Sections 1121.101 through 1148) and does hereby establish this Declaration of Condominium and subject the property hereinafter described to a Condominium Regime pursuant to said provisions as follows:

I. DECLARATION OF NAME AND CONDOMINIUM REGIME

There is hereby created PLAZA VILLAGE CONDOMINIUMS, a condominium, on the property owned by HEBERT CONSTRUCTION COMPANY, INC. , and more fully set forth and described on Exhibit "A", paraphed "Ne Varietur" for identification herewith, attached hereto and thereby made a part hereof, being the property described as Plaza Village Condominiums, Phase 1, on Exhibit "A" attached hereto, and Exhibit "B", paraphed "Ne Varietur" for identification herewith, attached hereto and thereby made a part hereof, being a plat of survey prepared by Domingue, Szabo & Associates, Inc., dated March 15, 1981, showing Plaza Village Condominiums, Phases 1 and 2.

II. DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following terms shall have the meanings ascribed as follows:

- A. As used herein, the following terms shall have the meanings ascribed to them in accordance with I. R. S. 9:1121.103, namely:

- 1) "Condominium" is the property regime under which portions of the immovable property are subject to individual ownership and the remainder thereof is owned in indivision by such individual owners.
- 2) "Condominium property" means all interest in land, improvements thereon, and all servitudes and rights subjected to the condominium.
- 3) "Unit" means a part of the condominium property subject to individual ownership. Except as stated below, a unit includes air space only. A unit includes such accessory rights and obligations as are stipulated in the condominium declaration.
- 4) "Unit designation" means the number, letter or combination thereof of any other official designation identifying a particular unit in the condominium declaration.
- 5) "Common elements" means the portion of the condominium property not a part of the individual units. In every multi-unit building, the following shall be common elements:
  - a. Foundations, main walls, roofs, and all principal structural parts of the building;
- 6) "Condominium parcel" means a unit together with the undivided interest in the common elements which is an inseparable component part of the unit.
- 7) "Association of unit owners" or "association" means a corporation, trust, unincorporated association, partnership, or other legal entity, owned by or composed of the unit owners and through which the unit owners manager and regulate the condominium.
- 8) "Common expenses" means:
  - a. Expenses of administration, maintenance, repair or replacement of the common elements;
  - b. Expenses of liability and casualty insurance carried with respect to the condominium property;
  - c. Ad valorem taxes and other taxes of all kinds which are levied against the common elements and which are not levied against an individual unit or unit owner.

9) "Condominium declaration" means the instrument by which immovable property is made subject to this part.

B. The following definitions are provided to supplement L.R.S. 9:1121.103, namely;

- 1) "Declaration", means Condominium declaration.
- 2) Plaza Village Condominiums means Plaza Village Condominiums, a condominium.
- 3) "Common elements" also means all items set forth in Paragraph III of this Condominium Declaration.
- 4) Association of Unit Owners or Association means Plaza Village Condominiums Associations, Inc., a nonprofit Louisiana corporation, domiciled in the Parish of Lafayette, owned by and composed of unit owners through which the unit owners manage and regulate Plaza Village Condominiums.
- 5) "Common Expenses" shall also include monies to be assessed from the unit owners to establish and maintain reserves to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other appropriate purposes.
- 6) "Owner" means a person owning one or more units, or a fractional interest in a unit in Plaza Village Condominiums, a condominium, said ownership being evidenced by an act translative of title and duly recorded in the Conveyance Records of the Parish of Lafayette, Louisiana.
- 7) "Master Deed", if used herein means "Condominium Declaration".
- 8) "General Common Element" if used herein means "Common Element".

### III. COMMON ELEMENTS

In addition to the provisions of L.R.S. 9:1121.103(5), "Common elements" shall include:

1. The land on which the buildings stand.
2. The foundation, main walls, the roofs and the common entrance walkway providing access to the individual entrances to each particular building.
3. All those elements so classified by the Louisiana Condominium Act, and not herein specifically reserved for the use of a certain unit or of certain units.

### IV. NUMBER OF UNITS AND STRUCTURES

There are to be constructed 52 units, situated in five structures to be constructed on the immovable property hereinabove described, each unit and the common elements are fully described and identified on the plans of said Condominium Regime entitled "Plaza Village Condominiums, A condominium Development" annexed hereto, paraphrased "Ne Varietur" for identification herewith and marked for identification as Exhibit "B".

### V. SCOPE OF UNITS

Each unit includes the doors, windows and interior walls and all finish materials attached to the interior face of the main walls servicing that unit alone.

### VI. TITLE AND INTEREST OF EACH UNIT OWNER

The title and interest of each unit owner in and to the common elements, his proportionate share in the common surplus and his proportionate share in the responsibility for payment of common expenses, as well as his proportionate representation for voting purposes in the meetings of the association of unit owners of Plaza Village Condominiums is based upon a 1/52 undivided interest per unit owned by each unit owner.

### VII. UNDIVIDED OWNERSHIP

The common elements shall remain undivided and no owner shall bring any action of partition or division thereof.

#### VIII. CHANGE OF OWNERSHIP INTEREST

The percentage of the undivided interest in the common elements, except as provided in Article XXIV hereof, shall not be changed except with the approval of not less than sixty-seven (67%) percent of the eligible voters in the Association and the approval of fifty-one (51%) percent of the eligible holders of mortgages on condominium parcels in the condominiums.

#### IX. INSEPARABLE OWNERSHIP IN UNIT AND COMMON ELEMENTS

The undivided interest in the common and limited common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

#### X. PAYMENT OF COMMON EXPENSES

The common expenses of repairs, maintenance and replacement of common elements shall be paid by the association which shall collect said common expenses from all owners of units by assessment in the proportion set forth in Paragraph VI of this declaration.

All decisions regarding repairs, maintenance and replacement of common elements shall be made by the association. The association is hereby charged with the responsibility and duty of making prudent decisions in connection herewith.

Ad valorem taxes and other taxes of all kinds which are levied against any unit or unit owner are the sole obligation of such unit or unit owner and shall not be a part of common expenses.

#### XI. ASSESSMENTS

Assessments against the Unit Owners individually shall be made by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

1. Each Unit Owner shall be personally liable for his percentage share of the Common Expenses and any Common Surplus shall be owned by each Unit Owner in a like share. The amount of percentage share of Common Expense Assessments appurtenant to each Unit has been determined in the same manner as the manner of determination of the percentages of common element ownership appurtenant to each unit in Article VI, hereof.

2. Any assessments, other than Assessment of Common Expenses, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Declaration, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Declaration authorizing such extraordinary assessment.
3. All sums collected by the Association from Assessments (for Common Expenses or otherwise) may be commingled in a single fund but they shall be held for the Unit Owners in the respective shares in which they are paid and shall be credited in individual accounts. Such accounts shall be as follows:
  1. Common Expense Account - to which shall be credited all collections of assessments for all Common Expenses as well as payments received for defraying costs for the use of Common Elements, if any;
  2. Alterations and Improvement Account - to which shall be credited all sums collected for alterations and improvements assessments;
  3. Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;
  4. Reserve Account - to which shall be credited all sums collected as a reserve for replacement of portions of all Building subject to periodic depreciation.
4. Assessment for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding that year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expense assessment are required for the proper management, maintenance, and operation of the Property. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, in advance, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year

including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior monthly Common Expense assessment shall be due upon each monthly assessment payment date until changed by a new annual assessment.

Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payments is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

5. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purposes the Board of Directors or Association may consider appropriate; provided however, that any such special assessment shall have the assent of the Unit Owners representing two-thirds (2/3) of the total votes of the Association.
6. The Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by its Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of any state or any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, any state of the United State of America.

The reserve for replacements may be expended only for the purpose of effecting the replacement of Common Elements and equipment of the Condominium and for start-up costs and operating contingencies of a non-recurring nature. The proportionate interest of any Unit Owner in any reserve for replacements and any other reserves established by the Association shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned, or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

7. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection at all reasonable times by the Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of the assessments paid and unpaid.
8. Liability for Common Expense assessments may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit to which the assessments are made. A purchaser of a Unit, at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for the portion of delinquent assessments reassessed to the Owners of Units after the date of any such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.
9. Upon default in the payment of any one or more monthly installments of any assessment levy pursuant to the Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.



10. Assessments or installments thereof (other than assessments for emergencies which cannot be paid from the Common Expense Account) must be paid within ten (10) days after the date when due and become immediately delinquent thereafter. Assessment for emergencies must be paid within thirty (30) days after the date when due. All assessments not paid within the prescribed ten (10) or thirty (30) day periods, whichever is applicable, shall bear a penalty of a service charge of Twenty-five Dollars (\$25.00) plus one percent (1.00%) of the amount unpaid per month. All penalties so collected shall be credited to the Common Expense Account.
  
11. The Association at its option may enforce collection of delinquent assessments by suit at law or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding all assessments plus penalties which are delinquent at the same time of judgment or decree together with interest thereon at the rate of eight (8%) percent per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.
  
12. The Board of Directors of the Association shall promptly notify the holder of the first mortgage on any Condominium Unit for which any assessment levy pursuant to this Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Board of Directors shall promptly notify the holder of the first mortgage on any Condominium Unit with respect to which any default in the provisions of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity of any assessment levy pursuant to the Declaration or the validity of any liens to secure the same.
  
13. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of the first mortgage on the Condominium Unit which is the subject matter of such suit or proceeding.

14. Declarant shall be fully responsible for full amount of all assessments (including reserve for replacements) applicable to each unsold unit from the date of the recordation of this Condominium Declaration until the date of sale of each Unit.
15. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Declaration and all exhibits thereto, and as they may be amended from time to time. A default shall entitle the Associations or other Unit Owners to the following relief:
16. Legal Proceeding: Failure to comply with any of the terms of the Condominium Declaration and Exhibits thereto shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.
17. 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 his invitees, employees, agents, or lessees, as determined by the Board of Directors of the Association within its discretion, but only to the extent that such expense is not met by the proceeding of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
18. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

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

20. All rights, remedies and privilege granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of this Condominium Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XII. LIEN FOR COMMON EXPENSES

There shall be a lien for common expenses in accordance with L.R.S. 9:1123.115, said statute providing as follows:

1. The association shall have a privilege on a condominium parcel for all unpaid sums assessed by the association and interest thereon at the rate provided in the condominium declaration, or in the absence thereof, at the legal interest rate. If authorized by the condominium declaration, this privilege shall so secure reasonable attorney's fees incurred by the association incident to the collection of the assessment or enforcement of the privilege. To be preserved the privilege shall be evidenced by a claim of privilege, signed and verified by affidavit or an officer or agent of the association, and shall be filed for registry in the mortgage records in the parish in which the condominium is located not more than ninety days after the date on which the assessment become delinquent. The claim of privilege shall include a description of the condominium parcel, the name of its record owner, the amount of delinquent assessment, and the date on which said assessment becomes delinquent. The association

shall, at least seven (7) days prior to the filing for registry of the privilege, serve upon the delinquent unit owner a sworn detailed statement of its claim for the delinquent assessment which service shall be effected by personal service, or registered or certified mail.

2. A claim of privilege recorded, as set forth in Subsection A of this Section, shall preserve the privilege against the condominium parcel for a period of one (1) year from the date of recordation. The effect of recordation shall cease and the privilege preserved by this recordation shall preempt unless a notice of filing of suit, giving the name of the Court, the title and number of the proceedings and the date of filing a description of the condominium parcel and the name of the unit owner, on said claim is recorded within one (1) year from the date of the recordation of the inscription of the said claim.

Such note of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the said claim and the notice of filing of suit on said claim or until the claimant authorized the Clerk of Court or Recorder of Mortgages to cancel said inscriptions.

3. A privilege under this Section is superior to all other liens and encumbrances on a unit except (1) privileges, mortgages, and encumbrances recorded before the recordation of the declaration, (2) privileges, mortgages, and encumbrances on the unit recorded before the recordation of the privilege as provided in Subsection B of this Section, (3) immovable property taxes, and (4) governmental assessments in which the unit is specifically described.

In connection with the privilege provided by L.R.S. 9:1123.115, as aforesaid, all such liens on Plaza Village Condominiums shall bear interest at the rate of 12% percent per annum and reasonable attorney's fees provided therein shall be no less than twenty-five (25%) percent of the amount of the lien.

#### XIII. NATURE OF OWNERSHIP

As appears from the plan of ownership described above and the Proclamation in Paragraph Number I establishing a Condominium Regime, appearer does hereby take full advantage of the provisions of Louisiana Revised Statute Title 9, Section 1121.101 through 1148, where all units as shown in the plan shall be conveyed and recorded as individual properties capable of independent use. Each unit owner shall have an exclusive and particular ownership right over his respective unit, and in addition, shall have the above specified undivided ownership interest in the common elements of said condominium.

#### XIV. PHYSICAL MANAGEMENT

1. The Unit Owners, acting by and through the Board of Directors of the Association of Unit Owners, shall manage, operate and maintain the Condominium and, for the benefit of the Condominium Units and the Unit Owners, shall enforce the provisions hereof and shall pay out of the Common Expense Fund herein elsewhere provided for, the cost of managing, operating and maintaining the Condominium, including, without limitation, the following:
  1. The cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Condominium Unit, for the Condominium Units;
  2. The cost of fire and extended liability insurance on the Condominium and the cost of such other insurance as the Condominium Association may maintain;
  3. The cost of the services of a person or firm to manage the Property to the extent deemed advisable by the Board of Directors of the Association consistent with the provisions of this Condominium Declaration, together

with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Condominium;

4. The cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the Condominium;
5. The cost of repairs, maintenance, service and replacement of the Common Elements of the Condominium, including, without limitation, the cost of all roof repair and the cost of painting, maintaining, replacing, repairing and landscaping the Common Elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Condominium Association to repair or replace, the interior of any Condominium Unit or any fixtures, appliances, equipment or the like located therein;
6. The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular Condominium Unit or Units the cost thereof shall be specially assessed to the Owner or Owners thereof in the manner provided in this Article;
7. The cost of the replacement or repair of any Condominium Unit or a portion thereof, in the event such maintenance or repair is reasonable necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Condominium or as otherwise in the interest of the general welfare of all the Unit Owners; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property no such replacement or repair shall be undertaken without a resolution by the

Board of Directors of the Association and not without reasonable written notice to the owner of the Condominium Unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the Condominium Unit for which such maintenance or repair is performed, and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said Condominium Unit at which time the assessment shall be come due and payable and a continuing obligation of said Unit Owner in all respects as provided in Article XI of this Declaration.

2. The Association may by contract in writing delegate some of its ministerial duties, powers or functions to a management agent. The Association and its Board of Directors shall not be liable for any omission or improper exercise by the management agent of any such duty, power or function so delegated.
3. Except for maintenance requirements herein imposed upon the Association, the Owner of any Condominium Unit shall, at his own expense, repair and maintain the interior of his Condominium Unit and any and all equipment, appliance or fixtures therein situation, and its other appurtenances and including all mechanical equipment and appurtenances located outside such Unit which are designed, designated or installed to serve only the Unit, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like, which may at any time be necessary to maintain the good appearance of his Condominium Unit. In addition to the foregoing, the Owner of any Condominium Unit shall, at his own expense, maintain, repair, and replace any plumbing and electrical fixtures, lighting fixtures, refrigerators, and other equipment that may be in or declared to be appurtenant to such Condominium Unit. The Owner of any Condominium Unit shall also, at his own expense, keep any other Limited Common Element which may be appurtenant to such Condominium Unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

4. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expense Funds, or for injury or damage to personal property caused by the elements or resulting from electricity or water which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

#### XV. ADMINISTRATION

The administration of Plaza Village Condominiums shall be in accordance with the Louisiana Condominium Act, the provision of this declaration and the provisions of the Bylaws of Plaza Village Condominiums Associations, Inc., which are made a part of this instrument and are attached hereto as Exhibit "C" and paraphrased "Ne Varietur" for identification herewith, and shall be subject to such rules and regulations as may be established by the procedures outlined in the said Bylaws which are not inconsistent with this Declaration and the Louisiana Condominium Act.

#### XVI. AMENDMENT OF DECLARATION

This condominium declaration of Plaza Village Condominiums may be amended by notarial act duly filed for registry in the Conveyance Records of the Parish of Lafayette, Louisiana, and any said amendment shall be effective as to all persons from the moment of said recordation. Any amendment to the condominium declaration of Plaza Village Condominiums shall bear the signature evidencing the affirmative consent of not less than seventy-five (75%) percent of the persons owning a unit or an interest in a unit in Plaza Village Condominiums. Ownership shall be evidenced only by act translative of title in accordance with Louisiana law and duly recorded.



XVII. COMPLIANCE WITH DECLARATION, BYLAWS, AND RULES AND REGULATIONS

The owner of each unit shall comply with the provisions of this declaration, the bylaws, and rules and regulations promulgated by the association, and failure to comply with any such provisions, rules or regulations shall be grounds for an action to recover sums due for damages, and for injunctive relief.

XVIII. CONTRIBUTIONS FOR COMMON EXPENSES

The association shall prepare a budget for the expense of administration, maintenance, insurance and the reserve provided for in the bylaws in accordance with L.R.S. 9:1123.106 and require owners including Declarant to make monthly contributions, pro-rata, based upon a 1/52 interest per unit owned, toward said necessary common expenses. All funds raised and expenses in this matter shall be held in a separate account and used solely for this state purpose.

XIX. INSURANCE

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

1. Authority to Purchase: All casualty and public liability insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their respective interest may appear and shall provide for the issuance of certificates of mortgage insurance endorsements to the holders of mortgages on the Units or any of them, and shall provide that the insurer waives its rights of subrogation as to any claims against individual Unit Owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association.
  
2. Unit Owners: Each Unit Owner may obtain insurance, at his own expense, affording additional coverage upon his Condominium Parcel and upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Sub-

section 1. Unit Owners shall be required to file copies of any such individual Unit Owners policies with the Association within thirty (30) days following purchase of any such policy.

3. Coverage:

a) Casualty. The buildings and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually through an appraisal by the insurance company affording such coverage. Such coverage shall afford protection against:

- 1) Loss of damage by fire and other hazards covered by the standard extended coverage endorsements which policy shall include all interior walls, floors, fixtures or equipment located therein.
- 2) Such other risks as from time to time customarily shall be covered with respect to properties similar in construction, location and use as the Property, including, but not limited to, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damages.

b) Public liability insurance covering all of the common areas in such form and in such amounts as shall be required by the Association, provided that there shall be a minimum of \$1,000,000 in coverage for all claims for personal injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garage keeper's liability, host liquor liability and such other risks as are customarily covered in similar projects.

All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to another Unit Owner;

- c) Workmen's Compensation and employers liability insurance sufficient to meet the requirements of law, providing coverage for all paid or unpaid employees of the Owners' Association which must also include subcontractors or other firms who provide personnel to work on or in the project, unless acceptable evidence of current coverage is provided by the subcontractor or firm.
- d) Casualty insurance coverage of Units by the Association shall include to the extent obtainable;
  - 1) Endorsements insuring all air conditioning-heating equipment and other service machinery, covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to full replacement value, without deduction for depreciation; each of such policies shall contain a Louisiana Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provision in favor of the Board of Directors, hereinafter set forth;
  - 2) Glass insurance;
  - 3) Water damage insurance; and
  - 4) Such other insurance as the Board of Directors may determine.
- e) Director's and Officer's Liability Insurance to protect volunteers in the operation of the Association should be obtained, if available;
- f) Flood insurance must be provided if flood insurance is available under the National Flood Insurance Program (NFP) and if the property is in a designated special flood hazard area.

The flood insurance shall be in the form of the standard policy issued by members of the National Flood Insurers Association or a policy which meets the criteria set forth in the Guidelines published by the Flood Insurance Administration in the Federal

Register on July 17<sup>th</sup>, 1974. The minimum amount of flood insurance is the lowest of: (1) the values of the insurable improvements, or (2) the maximum amount of flood insurance which was available on the date the first mortgage was closed.

The policy shall be a blanket policy of flood insurance in the name of the Owners Association.

Individual policies insuring an owner of a condominium unit are not available; however, a condominium unit owner may obtain an individual policy covering the Unit's contents.

4. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the individual Unit Owners as a Common Expense.
5. Limitations: Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:
  - a. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, as a trustee for the owners of the Condominium Units, or its authorized representative, including any trustee with which the Board of Directors of the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".
  - b. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Condominium Units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors of the Association pursuant to the requirements of this Article shall exclude such policies from consideration.
  - c. Such policies shall contain no provision relieving the insurer from liability because of loss occurring while a hazard is increased in the Building, whether or not in the control or knowledge of the Board of

- Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any Condominium Unit, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.
- d. All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insured named thereon, including any and all mortgagees of the Condominium Units.
  - e. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Board of Directors, the owner of any Condominium Unit and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.
  - f. All policies of casualty insurance shall contain the standard mortgagee clause. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid. Except in the event of a decision not to rebuild the casualty damage, the insurance proceeds shall be disbursed first for the complete repair or restoration of the damaged common elements and units.

In the event a Unit Owner may carry property or liability insurance individually upon his interest in the project, which, in case of loss, results in proration of insurance proceeds between the master policy carried by the Association and the individual Unit Owner's insurer, the proceeds available under the Unit Owner's policy shall be payable to the Association or any Insurance Trustee, who is irrevocably designated as Trustee of each insuring Unit Owner for the purpose of reconstruction. Any overplus remaining upon completion of reconstruction directly affecting any such Unit shall thereupon be

paid by the Association or Insurance Trustee to such Unit Owner.

All policies of property insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association.

XX. REPAIR OF CASUALTY DAMAGE

In case of fire or any other disaster the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to the reconstruction of damaged property in such a manner as not to prejudice any duly recorded mortgage of any of the units. Should it be proper to proceed with the reconstruction, the association shall take charge and handle same pursuant to the authority granted by the Louisiana Condominium Act, this Declaration and the duly promulgated By-Laws of the Association.

Reconstruction shall not be compulsory where the costs of reconstruction amounts to more than two-thirds of the total replacement costs of all of the buildings and improvements situation on said real property or if such reconstruction shall be contrary to law. In such case, and unless otherwise unanimously agreed upon by the record owners of all units, or otherwise provided for in the insuring agreements, the indemnity shall be delivered pro-rata to the record owners of all units in accordance with the ratio set forth in Paragraph VI herein and their respective duly recorded mortgages. Each owner of a unit shall thereafter discharge the duties and obligations owed to his respective mortgagees in accordance with law. Should the owners of said units elect to not reconstruct on said property, they shall be legally obligated under the terms of this Declaration to unanimously agree and proceed, without delay, to withdraw all property of Plaza Village Condominiums from the Condominium Regime in accordance with Louisiana Revised Statutes, Title 9, Section 1122.112, after which they shall be co-owners, in indivision, of the entire property and improvements in accordance with the ratio or percentage set forth in Paragraph VI herein.

XXI. FIRST MORTGAGEES

The following clauses are incorporated herein relative to first mortgagee's of condominium units of Plaza Village Condominiums.

- a) Association must provide any Mortgagee with a certified copy of suitable agreement of the following nature: First Mortgage of Plaza Village Condominiums Units may jointly or singly, pay taxes and/or other charges which are in default and which may or have become a charge against any condominium property and may pay overdue premiums or hazard insurance coverage on the lapse of a policy, for such common property. First Mortgagee making such payments shall be owed immediate reimbursement therefore from Plaza Village Condominiums Association, Inc.
- b) It is the intent of the Association that nothing in this document shall be construed as giving any priority over a first mortgage on any individual condominium or to the common areas herein.
- c) A minimum of twenty (20%) percent of the Annual Assessment shall be set aside as a reserve for future painting of exteriors and modification of plantings.
- d) The items noted in this section are to satisfy possible Mortgagee requirements and will require a two-thirds (2/3) written approval by Owners of the Association.
  - 1) By Act or Omission to abandon, partition, subdivide, encumber, sell or transfer common property (excepting as may be necessary to public agencies after the original easements).
  - 2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against the unit owner.

- 3) By Act or Omission change, waive or abandon any scheme or enforcement of regulations pertaining to the architectural design or exterior appearance of the units, the maintenance of the common property, walks, fences and driveways, or the upkeep of lawns and plantings.
- e) A minimum of two (2) months' assessment for common expenses shall be assessed and collected by the Association and placed in a reserve fund.
- f) At least fifty one (51%) percent of the eligible mortgages holding mortgages on the condominium parcels in the condominiums must give written approval before any material provisions of this Declaration can be amended, said material provisions being limited to the following, to-wit:
  - 1) Owner voting rights;
  - 2) Assessments, assessment liens or subordination of such liens;
  - 3) Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
  - 4) Insurance or Fidelity Bonds;
  - 5) Rights to use of the common area;
  - 6) Responsibility for maintenance and repair of the several portions of the project;
  - 7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project, except as provided in Article XXIV hereof;
  - 8) Boundaries of any unit;
  - 9) The interests in the general or limited common areas;
  - 10) Convertibility of units into common areas or of common areas into units;
  - 11) Leasing of condominium parcels;
  - 12) Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her condominium parcel;
  - 13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on condominium parcels.



g) Rights of eligible mortgage holders and eligible insurers or guarantors:

1) Notice of action: Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the condominium unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material parcel on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owned by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require approval of the eligible mortgage holders under Section (f) of this Article.

2) Other provisions for eligible mortgage holders: To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

- a. Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages

on condominium parcels which have at least fifty-one (51%) percent of the votes of condominium parcels subject to eligible holder mortgages.

- b. Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on condominium parcels which have at least fifty-one (51%) percent of the votes of condominium parcels subject to eligible holder mortgages.
  
- c. Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining condominium parcels whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining condominium parcels subject to eligible holder mortgages.
  
- d. When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of condominium parcels to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the

approval of eligible holders holding mortgages on condominium parcels which have at least fifty-one (51%) percent of the votes of condominium parcels subject to eligible holder mortgages.

## XXII. RESTRICTIVE COVENANTS

The following restrictive covenants and conditions are hereby imposed upon the condominium property:

- a. No part of the property shall be used for other than housing and relating common purposes for which the property was designed. Each unit shall be used as a residence for a single family or such other uses permitted by this declaration and for no other purpose.
- b. There shall be no obstruction of the common area nor shall anything be stored in the common area without the prior consent of the Board of Directors of the Association except as herein expressly provided.
- c. Nothing shall be done or kept upon unit or in any improvements thereon or in the common areas which will increase the rate of insurance applicable for residential use, without the prior written consent of the Board of Directors of the Association. No owner shall permit anything to be done upon his unit or in the improvements thereon or in the common area which will result in cancellation of insurance upon any of the improvements on the properties, or which would be in violation of any law. No waste will be permitted in the common area.
- d. The association shall provide suitable containers for garbage, refuse, rubbish and cuttings and no garbage, refuse, rubbish or cuttings shall be deposited anywhere on the properties other than in said containers.

- e. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible to a street, road or common area.
- f. No animals or poultry shall be kept on any residential lot except ordinary household pets belonging to the household.
- g. Boats, trailers, campers, travel trailers, tents, trucks, pickups or commercial vehicles shall be regulated by the Architectural Control Committee; this restriction shall not restrict trucks or commercial vehicles within the area which are necessary for the construction of improvements or maintenance of the improvements or common areas.
- h. No noxious or offensive activities shall be carried on any lot or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.
- i. Nothing shall be done upon any lot or in, on or to the common areas which will impair the structural integrity of any building or which would structurally change the building except as is otherwise provided herein.
- j. Only signs authorized by the Association advertising the sale of rental of a lot shall be allowed.
- k. There is created in favor of the Plaza Village Condominiums Associations, Inc., an easement for the maintenance, repair and use, over, under and through the respective units and improvements thereon for the utilities serving multiple units or improvements.
- l. No motorized vehicles shall be allowed on the sidewalks of the properties.

XXIII. PARKING SPACES

Ownership of each unit shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association may permanently assign one (1) vehicle parking space for each dwelling, as designated by various colored curbside paint and unit numbers.

XXIV. EXPANDABLE CONDOMINIUM

The Declarant hereof expressly reserves the option and right to expand this condominium pursuant to Section 1122.106 of the Louisiana Condominium Act and subject to the provisions of this Article:

- 1) The consent of Unit Owners of the Plaza Village Condominiums shall not be required for such expansion and the Declarant may proceed with such expansion at its sole option;
- 2) This option to expand the condominium project shall expire five (5) years after the settlement of the first unit to be sold if not sooner exercised; however, the Declarant may at any time prior to the expiration of such period terminate its option to expand by recording among the conveyance records wherein this Declaration is recorded an executed and notarized document terminating this option;
- 3) The metes and bounds of that property which may be added to this condominium are set forth herein and hereafter referred to as "Additional Property", as shown and described on Exhibit "D" attached hereto, being designated as Plaza Village Condominium, Phase 2, and further shown as Phase 2 on plat of survey attached hereto as Exhibit "B".
- 4) The Declarant has not reserved the option to add portions of the additional land at different times; rather, all of the additional land will be added to the Condominium Regime at the same time;

- 5) The location of the improvements that will be located on the additional property is shown on the attached Exhibit "B". In the event Declarant expands Plaza Village Condominiums by adding the "additional property", the title and interest of each unit owner in and to the common elements, his proportionate share in the common surplus and his proportionate representation for voting purposes in the meetings of the Association of Unit Owners of Plaza Village Condominiums shall be based upon 1/98 undivided interest per unit owned by each unit owner.
- 6) The improvements on the Additional Property contain no more than forty six (46) residential condominium units, and contain no commercial units.
- 7) Upon the Additional Property, Declarant may construct amenities which may be both recreational and service for the purpose of serving this condominium and the condominium as expanded by the Additional Property;
- 8) The improvements on the Additional Property are compatible with the Plaza Village Condominiums and are of the same or similar quality of construction and materials and the architectural style is substantially identical to that of the Plaza Village Condominiums;
- 9) Improvements other than Units to be placed on the Additional Property shall be limited to parking, recreational and service facilities;
- 10) The units to be created in the improvements on the Additional Property are substantially identical to the units in the Plaza Village Condominiums.
- 11) The Declarant reserves the right to create limited common elements within a portion of the Additional Property;
- 12) The allocation of ownership of the individual ownership interest in the Common Elements and obligation for payment of Common Expenses and a Unit's voting power for the Additional Property shall be computed on the unit basis;
- 13) In the event that Declarant determines to exercise its option to expand, all covenants of this Declaration will apply to units within the Additional Property submitted to this Condominium.

XXV. REAL RIGHTS

All provisions of this Declaration shall be construed to be real rights running with the land and with every part thereof and interest therein including, but not limited to, every condominium parcel and the appurtenances thereto; and every unit owner, and claimant of the property, or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

XXVI. SEVERABILITY

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

XXVII. CONDEMNATION

In the event of a total or partial taking under the powers of eminent domain, the unit owners shall be represented by the Condominium Association acting through its Board of Directors. In the event of a partial taking, the award therefore shall be allocated to the respective Unit Owners according to their undivided interest in the common elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by a particular unit, which shall be payable to the owner of such units or their mortgagees, as their interest may appear. Where, as a result of a partial taking, if any unit is decreased in size or where the number of units is decrease by a partial taking, the Board of Directors of the Condominium Association shall make such provision for realignment of the percentage interest in the common elements, percentage obligations for payment of common expenses and percentage voting rights as shall be just and equitable. In the case of a total

taking of all units and the common elements, the entire award attributable to the building shall be payable to the Board of Directors of the Condominium Association to be distributed to the unit owners or their mortgagees, as their interest may appear, in accordance with their respective percentage interest in the common elements.

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who signed with appearer and me, Notary, on the date hereinabove first written and after due reading of the whole.

WITNESSES:

HEBERT CONSTRUCTION COMPANY, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

JOHN HARRY HEBERT, President

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC



**PROPERTY DESCRIPTION****PLAZA VILLAGE CONDOMINIUMS**

Phase 1

January 21, 1982

Commencing at the intersection of the extension of the northerly right-of-way line of Wilbourn Boulevard with the extension of the easterly right-of-way line of Ambassador Caffery Parkway; thence, N 04° 11' 08" W for a distance of 23.23 feet to the point of beginning; thence, N 04° 11' 08" W along the easterly right-of-way line of Ambassador Caffery Parkway for a distance of 219.40 feet; thence N 00° 11' 24" W for a distance of 165.37 feet; thence N 04° 02' 53" W for a distance of 31.84 feet to the centerline of a coulee: thence N 55° 04' 30" E along centerline of a coulee for a distance of 18.00 feet; thence N 62° 05' 22" E along coulee for a distance of 26.59 feet; thence, N 53° 25' 43" E along the centerline of a coulee for a distance of 50.04 feet; thence, N 60° 17' 35" E along the centerline of a coulee for a distance of 50.16 feet; thence, N 51° 08' 43" E along the centerline of a coulee for a distance of 50.16 feet; thence, N 46° 37' 44" E along the centerline of a coulee for a distance of 50.64 feet; thence, N 51° 08' 43" along the centerline of a coulee for a distance of 50.16 feet; thence, N 31° 26' 00" E along the centerline of a coulee for a distance of 71.60 feet; thence, N 89° 41' 45" E for a distance of 172.05 feet; thence, S 00° 07' 04" W for a distance of 238.13 feet; thence, S 88° 07' 04" W for a distance of 132.00 feet; thence, S 03° 26' 41" E for a distance of 184.75 feet; thence, N 89° 52' 56" W for a distance of 126.00 feet; thence, S 00° 07' 04" W for a distance of 250.00 feet to a point on the northerly right-of-way line of Wilbourn Boulevard; thence, N 89° 52' 56" W along the northerly right-of-way line of Wilbourn Boulevard for a distance of 154.77 feet; thence along the arc of a circular curve being the northerly right-of-way line of Wilbourn Boulevard having a radius of 25.00 feet, a tangent distance of 23.23 feet, chord bearing of N 47° 02' 02" W and chord length of 34.00 feet to the point of beginning.

Said property contains 4.045 acres and is located in Sections 4, Township 10 South, Range 4 East, Lafayette Parish, City of Lafayette, Louisiana.

EXHIBIT "C"

**BY-LAWS**  
**of the**  
**PLAZA VILLAGE CONDOMINIUMS ASSOCIATION, INC.**

ARTICLE I.

ADOPTION OF BY-LAWS

Section 1. ADOPTION. The Plaza Village Condominiums Association, Inc. submits these by-laws in compliance with the Louisiana Condominium Act and the Declaration of Condominiums.

Section 2. BY-LAW APPLICABILITY. The provisions of these by-laws are applicable to the entirety of the condominium property.

Section 3. PERSONAL APPLICATION. All present or future owners, tenants, or their employees, or any other persons that might use the facilities of Plaza Village Condominiums in any manner, are subject to the regulations set forth in these by-laws and to the rules and regulations established and promulgated by the association of unit owners pursuant to these by-laws and the Condominium Declaration.

The mere acquisition or rental of any of the units of Plaza Village Condominiums or the mere act of occupancy of any of said units will signify that these by-laws and the provisions of these Regulatory Agreements are accepted, ratified and will be complied with.

**ARTICLE II.**  
**ADMINISTRATION**

Section 1. ASSOCIATION OF UNIT OWNERS. Plaza Village Condominiums Association, Inc., a Louisiana non-profit corporation domiciled in the Parish of Lafayette, Louisiana, shall serve at all times in the capacity as the "Association of Unit Owners," or "Association." Plaza Village Condominiums Association, Inc. shall be owned exclusively by unit owners, each owner's interest therein being based on an undivided 1/52 interest per unit. Plaza Village Condominiums Association, Inc. shall have 52 shareholders, each share of which shall represent the ownership of one unit.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at Plaza Village Condominiums, or such other suitable place convenient to the unit owners as may be designated by the said Association.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held each year within thirty (30) days before the beginning of the fiscal year. At such annual meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 3 of Article IV of these by-laws. So long as the Declarant shall own units representing more than 25% percent of the aggregate percentage interest of the Plaza Village condominium units, (but no longer than three (3) years following conveyance of the first condominium parcel in a single phase project of five (5) years following such conveyance in an expandable project), Declarant shall be entitled to designate the members of the Board of Directors.

Section 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the association upon a petition signed by at least one-fourth (1/4) of the owners having been presented to the Secretary-Treasurer. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of directors present, either in person or by proxy.

Section 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary-Treasurer to mail or personally deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each owner of record, at least seven (7) but not more than fourteen (14) days prior in this section shall be considered notice served.

Section 6. ADJOURNED MEETINGS. If any meeting of the Association cannot be held because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. ORDER OF BUSINESS. The order of business at all regular annual meetings of the association of unit owners shall be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting or Waiver of Notice

- c. Reading of Minutes of preceding meeting
- d. Reports of officers
- e. Reports of Committees
- f. Election of officers
- g. Unfinished business
- h. New business

The order of business at special meetings shall be in accordance with the notice of the special meeting sent to all members.

Section 8. DUTIES. The Association of unit owners, Plaza Village Condominiums Association, Inc., shall have the powers and duties necessary for the administration of the affairs of Plaza Village Condominiums, and may do all such acts and things as are not by law or by these by-laws prohibited.

In compliance with the obligations imposed upon the Association by the Louisiana Condominium Act, the Condominium Declaration and these by-laws, the said Association shall be responsible for the following:

- a. Care, upkeep, and surveillance of the condominium property, the common elements and facilities, and the limited common elements and facilities.
- b. Collection of monthly assessments from the owners.
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium property and the common elements and facilities.

- d. The Association of unit owners shall keep a book with a detailed account, in chronological order, of the receipt and expenditures affecting Plaza Village Condominiums and its administration and specifying the maintenance and repair expenses of the common elements and any other vouchers accrediting the entries made thereupon shall be available for examination by all the unit owners at convenient hours on working days that shall be set and announced for general knowledge.
- e. The establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other appropriate purposes, all as is required by R.S.9:1123.106.
- f. As provided for in Article XII of the Condominium Declaration, the Association shall have a privilege on a condominium parcel for unpaid sums for its share of common expenses and limited common expenses, together with legal interest thereon and reasonable attorney's fees incurred incidental to collecting said sums. It shall be the policy of the Association to make demand upon the unit owner for an unpaid portion of the said assessed common expenses and limited common expenses and thereafter proceed by lien and litigation if said amounts are not promptly paid.

- g. Prepare and submit at the regular annual meetings a budget for its consideration and approval, which must be furnished to each unit owner thirty (30) days prior to said meetings.
  
- h. Maintain fire and extended coverage, and other peril insurance, upon the premises in no less amount than the appraised cost of replacement of the premises. The property shall be appraised for insurance purposes at the time of recording the Condominium Declaration and at least every three (3) years thereafter.

Section 9. MANAGEMENT AGENT. The Association of unit owners may employ a management agent at a compensation established by the said Association to perform such duties and services as the Association shall authorize, including, but not limited to, the duties listed in Section 8 of this Article.

Section 10. FIDELITY BONDS. The Association of unit owners shall require all officers and employees of the corporation handling or responsible for the funds of the corporation to furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association of unit owners.

**ARTICLE III.**

**VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. VOTING. Voting shall be on a per share basis with each unit owner (i.e., member) being entitled to one (1) vote per share. (The term "shareholder" shall mean "member" herein).

Section 2. MAJORITY OF OWNERS. An affirmative vote of a majority of owners shall be required on all matters unless otherwise required by the Louisiana Condominium Act, the Condominium Declaration, or these by-laws.

Section 3. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting, on a form to be provided by the Association.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these by-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**ARTICLE IV.**

**BOARD OF DIRECTORS  
SELECTION, TERM OF OFFICE**

Section 1. NUMBER. The affairs of this Association shall be governed by a Board of Directors. Until acts of transfer



Representing more than 75% percent of the aggregate percentage interest of the Plaza Village Condominium units shall have been delivered to unit owners by the Declarant, and thereafter, until their successors shall have been elected by the unit owners, the Board of Directors shall consist of such persons as may be designated by the Declarant; provided, however, that the foregoing power of designation shall not extend beyond three (3) years following conveyance of the first condominium parcel in a single phase project or five (5) years following such conveyance in an expandable project). The Board of Directors shall be composed of not less than three (3) nor more than nine (9) members who need not be members of the Association; provided, however, that anything in these by-laws, to the contrary notwithstanding, so long as the Declarant owns units representing 25% percent or more of the aggregate percentage interest of the Plaza Village Condominium units (but no longer than three (3) years following conveyance of the first condominium parcel in a single phase project or five (5) years following such conveyance in an expandable project). The Board of Directors shall be composed of three (3) persons designated by the Declarant. The Declarant shall have the right, in its sole discretion, to replace such directors as may be so designated and to designate their successors.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect three (3) directors for a term of three (3) years.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of the director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of directors, except that such action shall be construed as an "emergency" and its outcome be confirmed and approved at the next valid meeting.

#### **ARTICLE V.**

#### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. NOMINATION. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more

members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI.**

### **MEETING OF DIRECTORS**

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of

the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. Two-thirds (2/3) of the members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board, and shall have written approval.

#### **ARTICLE VII.**

##### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. POWERS. The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the common or recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these by-laws, the Articles of Incorporation, or the Declaration;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- c. As more fully provided in the Declaration, to:
  - 1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;
  - 2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- d. Issue, or to cause an appropriate officer to issue, upon demand, by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;
- g. Cause necessary maintenance to be undertaken.

**ARTICLE VIII.**

**OFFICERS**

Section 1. DESIGNATION. The principal officer of the Plaza Village Condominiums Association, Inc. shall be a President, Vice-President and Secretary-Treasurer, all of who shall be elected by and from the owners of the units in said condominium, and such other officers as in their judgment may be necessary.

Section 2. REMOVAL OF OFFICERS. Upon an affirmative vote of a "majority of owners," any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Association, or at any special meeting called for such purpose.

Section 3. ELECTION OF OFFICERS. The officers of the Association unit owners shall be elected annually and shall hold office at the pleasure of the said Association.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Association of unit owners. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association of unit owners, including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may, in this discretion, decide is appropriate to assist in the conduct of the affairs of the said Association.

Section 5. 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 said Association shall appoint some other member of the Association to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Association.

Section 6. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Association; he shall have charge of such books and papers as are incident to the office of Secretary-Treasurer, including being responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association of unit owners in such depositories as may, from time to time, be designated by the said Association.

**ARTICLE IX.**

**OBLIGATIONS OF THE OWNER OF UNITS**

Section 1. ASSESSMENTS. All owners of units in Plaza Village Condominiums shall be obligated to pay monthly assessments imposed by the Association of unit owners to meet all common expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire earthquake, or other hazard. The assessments shall be made pro-rata according to the number of units owned, as stipulated in the Condominium Declaration. Such assessments shall also be used for the establishment of a reserve fund provided for herein by Article II, Section 8(e). Assessments based upon the annual budget shall be pro-rated and paid monthly. Special assessments may be made and shall be paid in accordance with the resolution adopting the special assessment. Payments of all assessments shall be made promptly in accordance with the adopting resolution.



Section 2. MAINTENANCE AND REPAIR.

- a) Every unit owner must perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the condominium property in its entirety or in a part belonging to the owners, said unit/owner being expressly responsible for the damages and liabilities that his failure to do so may engender.
- b) All the repairs, maintenance, and replacement of internal installation of a unit such as water, light, gas, power, sewer, telephone, air conditioning, sanitary installation, doors, windows, lamps and all other accessories belonging to the unit areas, and air conditioning equipment serving the Plaza Village Condominiums.

Section 3. USE OF CONDOMINIUM UNITS-ADMINISTRATIVE RULES AND REGULATIONS-INTERNAL CHANGES

- a) All Units in Plaza Village Condominiums shall be used in such a manner as to not violate ordinances of the City of Lafayette or laws of the State of Louisiana and United States of America.

- b) Administrative rules and regulations concerning the details of operation and use of the condominium property shall be adopted and/or amended from time to time as deemed necessary by a vote of a "Majority of Owners," as set forth in Article III, Section 2 of the By-Laws.
- c) An owner shall not make any modification whatsoever in the interior or exterior of his unit or any installations located therein without previously notifying the Association or unit owners in writing or through the Management Agent, if any, or through the President of said Association, if no management is employed. The Association of unit owners shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. USE OF COMMON AREA FACILITIES. An owner shall not place or cause to be placed in the drive, walks and other project areas and facilities of a similar nature any trash, furniture, packages or objects or any kind. Such areas shall be used for no other purpose than for normal transit through them, except as may be provided otherwise by the Association.

Section 5. RIGHT OF ENTRY. All owners of units shall grant the right of entry to the management agent or to any other

person authorized by the Association of unit owners in case of an emergency originating in or threatening any one of the units, whether the owner be present at the time or not.

Section 6. RULES OF CONDUCT.

- a) No resident of the condominium property shall post any advertisements or posters of any kind in or on the condominium property except as authorize by the Association of unit owners.
- b) It is prohibited to accumulate garbage or trash within the parking lots or within the patio area, except as authorized by the said Association.
- c) No unit owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project, or that protrude through the walls or the roof of the project, except as authorized by the Association of unit owners.
- d) No unit owner, resident or lessee shall install plumbing, piping, etc., on the exterior or interior of the project except as authorized in writing by the Plaza Village Condominiums Association, Inc.

**ARTICLE X.**

**AMENDMENTS TO BY-LAWS**

These by-laws may be amended by the Association of unit

owners in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by unit owners representing at least sixty-six (66%) percent of the total voting stock. No such modification shall be operative until it is embodied in a recorded instrument which shall be recorded in the same office and in the same manner as is the Condominium Declaration and these by-laws.

**ARTICLE XI.**

**ARBITRATION COMMITTEE**

The Association shall appoint an arbitration committee consisting of between one (1) and ten (10) members, not necessarily unit owners, and disputes among owners arising from the administration of the condominium property shall be submitted thereto in an effort to promote neighborly consideration, good will, peace and tranquility among the occupants of the Plaza Village Condominiums.

**ARTICLE XII.**

**COMPLIANCE**

These by-laws are set forth to comply with the requirements of the Louisiana Condominium Act (R.S. 9:1121.101, et seq.) and shall be considered an appendage to the Condominium Declaration filed prior hereto in accordance with said Act. In case of any of these by-laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the statutes will apply.

Promulgated at Lafayette, Louisiana, this 26<sup>th</sup> day of  
January, 1982.

WITNESSES:

PLAZA VILLAGE CONDOMINIUMS  
ASSOCIATION, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

JOHN HARRY HEBERT

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC



MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
PLAZA VILLAGE CONDOMINIUMS ASSOCIATION, INC.

A special meeting of the Board of Directors of Plaza Village Condominiums Association, Inc. was held this day in the offices of the Association in Lafayette, Louisiana. A quorum was declared present.

The President stated that the purpose of the meeting was to discuss the advisability of organizing by-laws of the Association and after a full and complete discussion, on motion duly seconded, the following resolution was unanimously adopted:

BE IT RESOLVED by the Board of Directors of Plaza Village Condominiums Association, Inc. that the Association organize and formulate by-laws to be used by the Association and that John Harry Hebert, President, be and he is hereby authorized and directed to execute any and all documents necessary in order to carry out the purposes and intent of this resolution.

There being no further business to come before the meeting, on motion duly made and seconded, the meeting was adjourned.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

C E R T I F I C A T E

I hereby certify that I am the duly elected Secretary of Plaza Village Condominiums Association, Inc. and that the above and foregoing is a true and correct copy of minutes of a special meeting of the Board of Directors of said corporation held in the offices of the Company at Lafayette, Louisiana, on January 26, 1982.

Lafayette, Louisiana, this 26<sup>th</sup> day of January, 1982.

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SECRETARY



PROPERTY DESCRIPTION  
PLAZA VILLAGE CONDOMINIUM  
Phase 2

Commencing at the intersection of the extension of the northerly right-of-way line of Wilbourn Boulevard with the extension of the easterly right-of-way of Ambassador Caffery Parkway; thence, S 89° 52' 56" E along the northerly right-of-way line of Wilbourn Boulevard for a distance of 178.00 feet to the point of beginning; thence, N 00° 07' 04" E for a distance of 250.00 feet; thence, S 89° 52' 56" E for a distance of 126.00 feet; thence, N 03° 26' 41" W for a distance of 184.75 feet; thence, N 88° 07' 04" E for a distance of 132.00 feet; thence, S 00° 07' 04" W for a distance of 439.00 feet to a point on the northerly right-of-way line of Wilbourn Boulevard; thence, N 89° 52' 56" W along the northerly right-of-way line of Wilbourn Boulevard, for a distance of 246.44 feet to the point of beginning.

Said property contains 1.955 acres and is located in Sections 4, Township 10 South, Range 4 East, Lafayette Parish, City of Lafayette, Louisiana.

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

ACT OF AMENDMENT OF THE  
ACT OF CONDOMINIUM DECLARATION  
OF PLAZA VILLAGE CONDOMINIUMS

BE IT KNOWN, that on the dates hereinafter recited and in the presence of the undersigned witnesses, personally came and appeared the undersigned parties, representing at least seventy-five (75%) percent of the persons owning a unit or an interest in a unit in Plaza Village Condominiums, acting pursuant to the provisions of the Act of Declaration of Plaza Village Condominiums, declared that:

HEBERT CONSTRUCTION COMPANY, INC., executed an Act of Condominium Declaration of Plaza Village Condominiums dated January 26, 1982, and recorded under Entry No. 82-1831 of the records of Lafayette Parish, Louisiana, as amended by an Act of Amendment dated April 26, 1982 and recorded under Entry No. 82-11392 of the records of Lafayette Parish, Louisiana.

That upon due consideration, it is felt that certain of the provisions of the said Condominium Declaration should be amended and it is the desire of the undersigned to amend the below described paragraphs from the said Declaration:

\*\* Section II. Definitions, A.(3) "Unit" - Amend to read as follows:

A. (3) "Unit" means the lower boundary of any condominium unit in the Condominium is a horizontal plan (or planes), the elevation which coincides with the elevation of the upper surface of the unfinished concrete sub-floor (first floor units) or the lower (unexposed) surface of the wood sub-floor (second floor units) extended to intersect the lateral or perimetrical boundaries thereof, to include the finish flooring material. The upper boundary of any condominium unit in the Condominium is a plane (or planes) the elevation of which coincides with the unexposed surface of the wood structure, excluding sheetrock and ceiling materials, to exclude all component parts of the roof. The lateral or perimetrical boundaries of any condominium unit in the Condominium or vertical planes which coincides with the unexposed surfaces of the wood frame excluding all sheetrock or drywall materials, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Equipment and appurtenances located within or without any unit and designed to serve only that unit, such as mechanical equipment, appliances, non-bearing partition walls, flooring materials, outlets, fixtures, cabinets and the like, shall be considered a part of the condominium unit and not a part of the common elements. Non-load bearing partition walls located entirely within a unit may be moved or removed upon first obtaining consent of the Board of Directors.

\*\* Section II. Definitions, A - Amend to read as follows:

A. (10) "Limited Common Elements," in general, those areas of immovable property improvements which are designated for the exclusive use of one or more, but less than all of the units in the condominium regime such as patios, balconies, entrance porches.

- a. The maintenance and repair of all limited common elements whether appurtenant to a single unit or to several units shall be the responsibility of the Unit Owners Association, such limited common elements include entrance porches, patios and balconies and fences and walkways.

\*\* Section XVI. Amendment of Declaration - Amend to read as follows:

This Condominium Declaration of Plaza Village Condominiums may be amended by notarial act duly filed for registry in the Conveyance Records of the Parish of Lafayette, Louisiana and said amendment shall be effective as to all persons from the moment of said recordation. Any amendment to the Condominium Declaration of Plaza Village Condominiums shall bear the signature evidencing the affirmative consent of not less than seven-five (75%) percent of the voting stock.

Therefore, in consideration of the mutual benefits gained, the undersigned do agree to and by this Act do amend the above described paragraphs from the said Condominium Declaration of Plaza Village Condominiums and further do ratify the remaining paragraphs as originally written.

That this amendment has been signed as the free act and deed of the undersigned, who declare that they are property owners of said condominium. Said act may be signed in counterpart.

Executed this 3<sup>rd</sup> day of October, 1984.



STATE OF LOUISIANA  
PARISH OF LAFAYETTE

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_, who, being by me first duly sworn, did depose and say that she was a witness to the above and foregoing instrument, that she saw the parties thereto sign their names in her presence and knows of her own knowledge that the said parties executed the said instrument of their own free will and accord, for the uses, purposes and benefits therein expressed.

IN WITNESSES WHEREOF, the said Appearer has executed this acknowledgement in my presence and in the presence of the undersigned competent witnesses on this 3<sup>rd</sup> day of October, 1984.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

ACT OF AMENDMENT OT THE  
ACT OF CONDOMINIUM DECLARATION  
OF PLAZA VILLAGE CONDOMINIUMS

BE IT KNOWN, that on the dates hereinafter recited and in the presence of the undersigned witnesses, personally came and appeared the undersigned parties, representing at least sixty-six (66%) percent of the persons owning a unit or an interest in a unit in Plaza Village Condominiums, acting pursuant to the provisions of the Act of Bylaws of Plaza Village Condominiums, declared that:

HEBERT CONSTRUCTION COMPANY, INC., executed an Act of Condominium Declaration of Plaza Village Condominiums dated January 26, 1982, and recorded under Entry No. 82-1831 of the records of Lafayette Parish, Louisiana, as amended by an Act of Amendment dated April 26, 1982 and recorded under Entry No. 82-11392 of the records of Lafayette Parish, Louisiana.

That upon due consideration, it is felt that certain of the provisions of the said Condominium Bylaws should be amended and it is the desire of the undersigned to amend the below described paragraphs from the said Bylaws, which are attached to the Condominium Declaration of Plaza Village Condominiums as Exhibit "C" and made a part thereof. Therefore, the said Bylaws are amended and adopted to read as follows, to-wit:

- \*\* Article X. Amendments to By-Laws. - Amend to read as follows:  
Article X. Amendments to By-Laws. These By-Laws may be amended by the Association of Unit Owners in duly constituted meeting for such purpose and no amendment shall take affect unless approved by Unit Owners representing at least sixty-six (66%) percent of the total voting stock.

Therefore, in consideration of the mutual benefits gained, the undersigned do agree to and by this Act do amend the above described paragraph from the said Condominium Declaration of Plaza Village Condominiums and further do ratify the remaining paragraphs as originally written.

That this amendment has been signed as the free act and deed of the undersigned, who declare that they are property owners of said condominium. Said act may be signed in counterpart.

Executed this 3<sup>rd</sup> day of October, 1984.



STATE OF LOUISIANA  
PARISH OF LAFAYETTE

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_, who, being by me first duly sworn, did depose and say that she was a witness to the above and foregoing instrument, that she saw the parties thereto sign their names in her presence and knows of her own knowledge that the said parties executed the said instrument of their own free will and accord, for the uses, purposes and benefits therein expressed.

IN WITNESSES WHEREOF, the said Appearer has executed this acknowledgement in my presence and in the presence of the undersigned competent witnesses on this 3<sup>rd</sup> day of October, 1984.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



AMENDMENT TO CONDOMINIUM DECLARATION  
OF PLAZA VILLAGE CONDOMINIUMS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 26<sup>th</sup> day of January, 1982, before me, the undersigned authority, a Notary Public in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared:

HEBERT CONSTRUCTION COMPANY, INC. a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by its President, John Harry Hebert, duly authorized per resolution of the Board of Directors of said corporation, a certified copy of which is recorded under Act Number 407046 of the Clerk of Court's Office, Lafayette, Louisiana, (hereinafter sometimes referred to as "Declarant"),

who declared that:

WHEREAS, Declarant executed an Act of Condominium Declaration of Plaza Village Condominiums dated January 26, 1982, and recorded under Entry No. 82-1831 of the records of the Clerk of Court's Office for Lafayette Parish, Louisiana; and

WHEREAS, pursuant to Section 1122.106 of the Louisiana Condominium Act (Louisiana Revised Statutes, Title 9, Sections 1121.101 through 1148), Article XXIV of the Condominium Declaration permits the Declarant to unilaterally expand the condominium by adding all of the additional land until the fifth anniversary of the recordation of the Condominium Declaration; and

WHEREAS, Declarant is the owner in fee simple of certain real property described as "Additional Property" in Exhibit "D" attached to the Condominium Declaration; and

WHEREAS, Declarant has complied with the provisions of Article XXIV of the Condominium Declaration and Section 1122.106 of the Louisiana Condominium Act and wishes to amend the Condominium Declaration to expand the Condominium by adding the Additional Property and the improvements existing thereon as hereinafter provided.

NOW, THEREFORE, pursuant to and in compliance with Article XXIV of the Condominium Declaration and Section 1122.106 of the Louisiana Condominium Act, Declarant hereby amends the Condominium Declaration as follows:

1. The Additional Property described on Exhibit "D" to the Condominium Declaration is hereby submitted to the provisions of the Condominium Act, together with all improvements thereto and all servitudes, rights and appurtenances thereunto belonging, to become part of the Condominium, said Additional Property being more fully described as follows:

Commencing at the intersection of the extension of the northerly right-of-way line of Wilbourn Boulevard with the extension of the easterly right-of-way line of Ambassador Caffery Parkway; thence, South 89° 52' 56" East along the northerly right-of-way line of Wilbourn Boulevard for a distance of 178.00 feet to the point of beginning; thence, North 00° 07' 04" East for a distance of 250.00 feet; thence, South 89° 52' 56" East for a distance of 126.00 feet; thence, North 03° 26' 41" West for a distance of 184.75 feet; thence, North 88° 07' 04" East for a distance of 132.00 feet; thence, South 00° 07' 04" West for a distance of 439.00 feet; to a point on the northerly right-of-way line of Wilbourn Boulevard; thence, North 89° 52' 56" West along the northerly right-of-way line of Wilbourn Boulevard for a distance of 246.44 feet to the point of beginning. Said property contains 1.955 acres and is located in Section 4, Township 10 South, Range 4 East, Lafayette Parish, City of Lafayette, Louisiana all as more fully set forth in a plant of survey prepared by Dominique, Szabo & Associates, Inc., dated March 5, 1981 and last revised April 13, 1982 and designated on said plat as Plaza Village Condominiums Phase 2, a copy of which is attached hereto, paraphed "Ne Varietur" for identification herewith and thereby made a part hereof.

2. Pursuant to Section 1122.106 of the Act and Article XXIV of the Condominium Declaration, the percentage interest in the common elements and in representation for voting purposes in the meetings of the Association of Unit Owners of Plaza Village Condominiums shall be based upon a 1/98 undivided interest per unit owned by each unit owner.

3. Except as modified by this Amendment, all of the terms and provisions of the Condominium Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall be applicable to the Condominium as expanded.

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, on the day and date hereinabove first written, in the presence of the undersigned competent witnesses who signed with appearer and me, Notary, after due reading of the whole.

WITNESSES:

HEBERT CONSTRUCTION COMPANY, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

JOHN HARRY HEBERT, President

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

AMENDMENT TO CONDOMINIUM DECLARATION  
OF PLAZA VILLAGE CONDOMINIUMS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on this 4<sup>th</sup> day of May, 1982, before me, the undersigned Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared:

HEBERT CONSTRUCTION COMPANY, INC. a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by its President, John Harry Hebert, duly authorized per resolution of the Board of Directors of said corporation, a certified copy of which is recorded under Act Number 407046 of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, (hereinafter sometimes referred to as "Declarant"),

who declared that:

WHEREAS, Declarant executed an Act of Condominium Declaration of Plaza Village Condominiums dated January 26, 1982, recorded under Act No. 82-1831 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana; and

WHEREAS, Declarant executed an Amendment to Condominium Declaration of Plaza Village Condominium dated April 26, 1982, and recorded under Act No. 82-11392 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana to which a plat of survey was attached showing the additional property. That the plat of survey attached was not stamped by the Lafayette City Planning Commission as the final approved plat of survey.

NOW, THEREFORE, pursuant to and in compliance with Article XXIV of the Condominium Declaration and Section 1122.106 of the Louisiana Condominium Act, Declarant hereby amends the Amendment to Condominium Declaration recorded under Act No. 82-11392 to include the attached plat of survey. The plat of survey being attached hereto is the same plat of survey that was filed under Act No. 82-11392, however, the attached plat of survey is merely being filed to evidence the approval of the Lafayette City Planning Commission.

THUS DONE AND SIGNED at Lafayette, Louisiana, on the date hereinabove first written, in the presence of the undersigned competent witnesses, who signed with appearers and me, Notary, after a due reading of the whole.

WITNESSES:

HEBERT CONSTRUCTION COMPANY, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

JOHN HARRY HEBERT, President

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC