

ACT OF AMENDMENT
OF
BY-LAWS, DECLARATION and ARTICLES
OF
HARBOR HOMEOWNERS ASSOCIATION, INC.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

DECLARATION OF ACT OF AMENDMENT

BE IT KNOWN, that on this 23rd day of the month of December, 2013, BEFORE the undersigned Notary Public, Caleb Didriksen, and in the presence of the separate undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

PETER INGRASSIA, a person of the full age of majority and the vice-president and acting secretary of Harbor Homeowners Association, Inc.

Mailing Address: 3114 Canal Street
New Orleans, LA 70119

(hereinafter called the "Declarant")

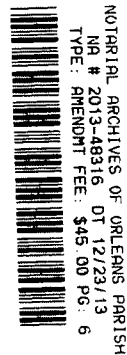
who declares as follows:

By Declaration Creating and Establishing Condominium Property Regime dated and filed April 26, 1983 by act and recorded in the Orleans Parish Notarial Records Office under Instrument No. 492425 (hereinafter called the "Declaration"), the following described property was declared a condominium regime known as the Harborview Condominiums (hereinafter the "Condominium"):

THAT CERTAIN PIECE OF PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans in the Seventh Municipal District, Burning Property, designated as LOTS B-1, C-1, C-2 and Part of C-4, Part of D-1 and E-2, (now shown as Lot H-1 on survey of R. L. Schumann, dated October 27, 1977), Old **azour Tract, according to surveys of Adlow Orr, Jr. & Associates, *.E., dated June 30, 1972, and F.G. Stewart, CE&S, dated March 4, 1966, recertified June 1, 1966, and according to survey of J.J. Krebs & Sons, Inc., Surveyors, dated June 26, 1973, and July 19, 1974, said property is more fully described as follows:

Commencing at the intersection of the westerly right of way line of Regent Street and the northerly right of way line of West Robert E. Lee Boulevard, measure thence in a westerly direction along said northerly right of way line of West Robert E. Lee Boulevard a distance of 1056 feet, 0 inches, 6 lines to a pipe set in the northerly right of way line of West Robert E. Lee Boulevard which pipe is the point of beginning thence continuing in a westerly direction along said northerly right of way line of West Robert E. Lee Boulevard, and the prolongation of West Robert E. Lee Boulevard, a distance of 147 feet 2 inches 2 lines to a pipe, thence on an interior angle of 90 degrees in a northerly direction, a distance of 15 feet 0 inches 2 lines to a point; thence on an interior angle of 270 degrees in a westerly direction, a distance of 32 feet 8 inches 5 lines to a pipe; thence on an interior angle of 90 degrees in a northerly direction a distance of 287 feet 2 inches 7 lines to a pipe; thence on an interior angle of 101 degrees 45 minutes 50 seconds in an easterly direction, a distance of 183 feet 9 inches 1 line to a pipe; thence on an interior angle of 78 degrees 14 minutes 10 seconds in a southerly direction a distance of 339 feet 7 inches 2 lines to a pipe, the point of beginning.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO AN AGREEMENT DATED AUGUST 1, 1980, BY AND BETWEEN GUS M. PELIAS, JR. AND DESPINA COSMAS, WIFE OF AND JOHN C. YEMELOS.



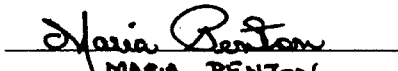
Declaration further provides:

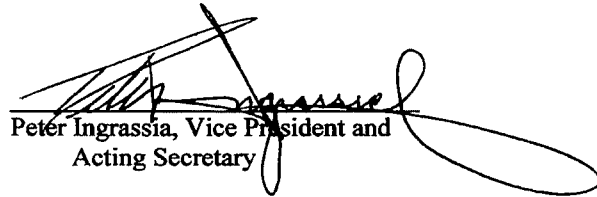
1. Revisions, Amendments and Additions to By-Law/Declaration/Articles of Harbor Homeowners Association, Inc., which is the operating entity of Harborview Condominiums, were presented and were passed by more than the required vote of 80% of the Unit Owners on December 9, 2013 (Exhibit "A").

THUS DONE AND PASSED, in my office at New Orleans, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned, both competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

Witnesses:


ERIN SNICKER


MARIA PENTON


Peter Ingrassia, Vice President and
Acting Secretary



Notary Public, Parish of Orleans
Caleb H. Didriksen
Louisiana Bar No. 1334
3114 Canal Street
New Orleans, Louisiana 70119

**Harbor Homeowners Association, Inc.
d/b/a and organized as Harborview Condominiums**

Exhibit "A"

Section 2.2 entitled Annual Meetings shall be amended to read:

"Section 2.2 Annual Meetings. The annual meetings of the Association, beginning in 2012, shall be held each year within the first one hundred eighty (180) days of the new year, in January, February or March, April, May or June, so that the financial results of the previous year can be compiled and presented, and so the new budget can be based upon the final figures from the prior 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 3.4 of these Bylaws."

Paragraph 3.2(c)(12) is amended to reduce the number of years during which the expense of an audit will be required:

Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Property specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days with a minimum of three (3) working days advance notice to the Board and/or business manager, for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices. As a general rule, an annual accountant's compilation report will be required and will be a sufficient accounting report for the homeowners, said compilation reports to be made generally available to all homeowners when they are complete. In any year, in the event that 25% of the homeowners sign a petition requesting that an annual audit be performed, then an audit must be performed for the year that is the subject of the signed petition. During agreed expense compilation report years only, quarterly revenue and expense statements will be made available to all homeowners within three weeks of the end of any quarter. If at any time, there is a doubling of annual expenses or of the annual budget, or a storm or casualty loss in excess of \$250,000, an audit of the Association's books will be required for each involved year of account. "

To add paragraph 7.5:

ARBITRATION PROVISION

Homeowner, tenant and guest complaints and/or demands for specific performance and/or for compensation can be informally provided to the Board or the real estate manager on site at any time. Any complaint and/or demand for specific performance and/or for compensation by any homeowner, tenant or their guest may not be litigated against the Homeowners Association, the Board or any of the Board members, without first being submitted to binding arbitration before a single AAA (American Arbitration Association) arbitrator in Orleans Parish or in Metairie, Louisiana. "

To add paragraph 7.6:

All windows, doors, and their hardware are common elements and their maintenance will be common element expense from this day forward with the exception of re-keying locks.

To add paragraph 7.7:

Anyone who breaks any common element (such as a window, door, or hardware) is responsible to fix it at their own expense promptly, or the association will have the right to fix that common element and charge the cost of repair back to the person who broke that common element and to the unit in which they reside.

To add paragraph 3.2(c)(2)(i):

3.2(c)(2)(i) To collect compounded interest from any homeowner whose payments are delinquent at a new rate of 1 ½ % (one and one half percent) per month (beginning with January, 2012), compounded monthly, for all amounts due and outstanding from any such homeowner, the amount subject to interest charges to include any prior assessments, prior penalties, prior interest and prior costs of collection."

To add paragraph 3.2(c)(2)(ii):

(2)(ii) To immediately specially assess against any unit with delinquent balances due, the costs of collection, including attorney's fees and costs, as they are incurred, and to collect the costs of collection, including attorney's fees and costs, and any interest on attorney's fees and costs, from any homeowner whose payments are delinquent. "

To add paragraph 3.2(c)(8)a:

For any repair, renovation or improvement project expected to cost over \$75,000, a consulting engineer or Architect will be hired to confirm that the job is planned properly.

To add paragraph 3.2(c)(19):

All regular monthly assessments made and/or charged from August 2005 through August 2008 are re-characterized as special assessments instead of being characterized as normal monthly assessments, and everyone who paid them is given full credit for those payments.

To add paragraph 3.2(c)(20)a:

Existing rules and regulations as of December 1, 2011, attached, including the rules and regulations for the building, entertainment room, fitness room and pool area are adopted and are ratified by the homeowners.

To add paragraph 3.2(c)(21) to give the Board the authority to provide oversight of new provisions on homeowner, tenant and guest qualifications:

(21) Provide the administration and oversight to enforce the provisions of paragraphs 3.2(c)(21)i-iii.

To add paragraphs 3.2(c)(21)i-ii on qualifications of homeowners, guests and tenants to read:

(21)i. Occupants (defined herein as any person residing at Harborview for over two weeks (14 days) in any calendar year, whether paying rent or not) who are not related by blood or marriage to the owner of the unit, will not be allowed to live at Harborview without first submitting an application including references from their former landlords and a national criminal background check to the Board. No overnight occupants (for over two weeks) will be allowed to stay at Harborview who have a felony conviction within the last 20 years. No overnight occupants (for over two weeks) will be allowed to stay at Harborview if their references give the Board reason to believe that such a person might create or be a disruptive influence. These By-laws of the Association grant to the Board the right to prohibit any non-owner from occupying any unit at Harborview without first fulfilling these conditions, and then it is in the sole discretion of the Board whether to approve occupancy of any unit by any person whose application and/or criminal background check is found to be insufficient by the Board, by written notification from the board.

“(21)ii Future Sales to Convicted Felons Prohibited

The following language will be included in all future sales by current unit owners:

Vendees agree that Vendor/s are not conveying to Vendees an unlimited right of alienation and that the right of Vendees to alienate the property acquired herein is subject to the following limitation in the form of a RESTRICTIVE COVENANT:

Vendees agree, warrant, and accept the condition that they shall not hereafter attempt to convey the rights they acquire herein to any person who, within the twenty years prior to the date of the conveyance, has been convicted of or pled either guilty or “no contest” to any felony in any court, whether state, federal, or foreign. The right to so alienate the property herein is expressly excluded from this transfer.

Any felon whose conviction was over 20 years ago must still provide the appropriate information concerning his or her conviction and the Association is then obligated to inform all Homeowners of any felon who is living in the building. The notification should include the felon’s name, the crime they were convicted of, the time frame of the crime, and the dates during which the person served their prison term.

To add paragraph 5.1 (d)(i):

(d)i Payments from the reserve account should only be for repairs, renovations and/or improvements above and beyond normal operating budget expenses.

To add paragraph 3.2(c)(22):

Any unit owner who fails to make repairs to their condominium within five years of a catastrophic event (such as a Hurricane) forfeits their right to be paid or reimbursed from any insurance proceeds held by the Condominium Association for the benefit of that unit. In the event that five years passes and the repairs are not made and no demand for reimbursement for those repairs is made, then any insurance

proceeds held in trust for that unit will revert to the common fund, the operating account, and no longer will be available to that unit owner.

To add a new paragraph to the By-laws to state:

All of the current rules and regulations of Harbor Homeowners Association are hereby endorsed by the Homeowners and are made a part of these revised By-Laws as if copied into the By-Laws *in extensio* or in full. In the future, changes of the rules and regulations will need be established by the necessary vote for a revision to By-Laws rather than by the Board of Directors."

To add a new paragraph to the By-laws to state:

Electricity Meter Sockets (Pans) and the electrical feed to the point in front of each unit owner's door, are owned and maintained by the association. As such, if a person is delinquent in their fees, for over 12 months, the Association has the right to cut off the electricity to that unit by cutting off that unit's access to the incoming electrical feed. Thirty (30) days written advance notice must be given by posting a notice on the door of the unit in question, giving the delinquent owner thirty (30) days to bring their account current before the electric feed to the delinquent unit is cut off. If the electric feed to a delinquent unit is cut off, there will be a charge of \$250 payable to the Association for the reestablishing of the electric feed to the unit in question.

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INST. #: 547010
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AMT: \$90.00 AMENDMENT
DATE: 12/23/2013 5:04:49 PM
DALE N. ATKINS
CLERK, CIVIL DISTRICT COURT



VERIFIED *[Signature]*



Monunita Brock

Monunita Brock, Deputy Clerk
A True and Correct Copy
Hon. Dale N. Atkins, Clerk, Civil District Court