

HARBOR HOMEOWNERS' ASSOCIATION, INC.BYLAWSTABLE OF CONTENTS

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Section 2.6 Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 2.7 Order of Business. The Order of business at all meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Directors.
- (f) Reports of committees.
- (g) Election or appointment of inspectors of election (when so required).
- (h) Election of members of the Board of Directors (when so required).
- (i) Unfinished business.
- (j) New business.

Section 2.8 Title to Units. Title to a Unit may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Units in the Property in its own name.

Section 2.9 Voting.

(a) Except as permitted in the Declaration and the Articles, voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration.

(b) Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such

Unit who is present. If more than one person owning such Unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association.

(c) Except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty (50%) percent of the aggregate Percentage Interests in the Property voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate.

(d) If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled.

(e) No Unit Owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if the Unit Owners Association has perfected a privilege against his Unit and the amount necessary to release such privilege has not been paid at the time of such meeting or election.

Section 2.10 Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 2.11 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of fifty (50%) percent or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Association.

Section 2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Condominium Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

### ARTICLE 3

#### Board of Directors

##### Section 3.1 Number and Qualification.

(a) The affairs of the Association shall be governed by a Board of Directors.

(b) The Board of Directors shall be composed of three (3) persons, all of whom shall be Unit Owners or spouses of Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant;

(c) Until acts of transfer representing more than fifty (50%) percent of the aggregate Percentage Interests 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 December 31, 1985.

(d) Provided, however, that anything in these Bylaws to the contrary notwithstanding, so long as the Declarant owns Units representing twenty-five (25%) percent or more of the aggregate Percentage Interests (but in no event after December 31, 1985) 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. The time limit on the period of Declarant's control shall commence upon closing of the first Unit to be sold in any portion of the Condominium.

Section 3.2 Powers and Duties.

(a) The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act, the Declaration or by these Bylaws required to be exercised and done by the Association.

(b) The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws.

(c) In addition to the duties imposed by these Bylaws of by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(1) Prepare an annual budget, in which there shall be established the assessments of each Unit Owner for the Common Expenses.

(2) Make assessments against Unit Owners to defray the costs and expenses of the Property, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(3) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.

(4) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide service for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(5) Collect the assessments against the Unit Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(6) Make and amend the Rules and Regulations.

(7) Open bank accounts on behalf of the Association and designate the signatories thereon.

(8) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to the restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(9) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(10) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(11) Pay the cost of all authorized services rendered to the Association and not billed to Unit Owners of individual Units or otherwise provided for in Sections 5.1 and 5.2 of these Bylaws.

(12) 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 at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Property or a Unit Owner. The cost of such audit shall be a Common Expense.

(13) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(14) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements, provided, however, that the consent of at least two-thirds (2/3) in number and in Percentage Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Five Thousand Dollars (\$5,000.00).

(15) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.

(16) Furnish a "Certificate of Resale" within ten (10) days after the receipt of a written request therefor from any Unit Owner substantially in the form set forth on Exhibit 1 to these Bylaws and designated "Certificate for Resale".

(17) Do such other things and acts not inconsistent with the Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

### Section 3.3 Election and Term of Office.

(a) At the first annual meeting of the Unit Owners Association, the term of office of one (1) member of the Board of Directors shall be fixed at three (3) years, the term of office of one (1) member of the Board of Directors shall be fixed at two (2) years, and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.



(b) Persons qualified to be members of the Board of Directors may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by a Unit Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Unit Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

Section 3.4 Removal or Resignation of Members of the Board of Directors. Except with respect to directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon disposition of his Unit.

Section 3.5 Vacancies.

(a) Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a

quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Unit Owners Association.

(b) Notwithstanding anything to the contrary in this Section or in the preceding Section 3.4, so long as the Declarant owns twenty-five (25%) percent or more of the aggregate Percentage Interests, (but in no event after December 31, 1983, the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 3.6 Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Unit Owners Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 3.8 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each director, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 3.9 Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.10 Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.11 Fidelity Bonds. The Board of Directors may obtain and maintain adequate fidelity bonds in an amount not less than 150% of the total annual condominium assessments for the year (in such form and such greater amounts as may be required by the Mortgagees) to protect against the dishonest acts on the part of the officers, directors, and employees of the Unit Owners Association, handling or responsible for Condominium funds. The premium on such bonds shall constitute a Common Expense. Such fidelity bonds shall: (i) name the Association as an obligee; and (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

Section 3.12. Compensation. No director shall receive any compensation from the Association for acting as such.

Section 3.13 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Act.

Section 3.14 Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.15 Liability of the Board of Directors, Officers, Unit Owners and Association.

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers of the Board of Directors on behalf of the Unit Owners Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration of these Bylaws, except to the extent that such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner (only as it relates to all other Unit Owners in the Condominium) arising out of any contract made by the officers or Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Percentage Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his Percentage interest. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Percentage Interest.

(b) The Unit Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Unit Owners Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any Unit Owner 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 any 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 from any action taken by the Unit Owners Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 3.16 Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and any of its directors, or between the Unit Owners Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Unit Owners Association are directors or officers or are pecuniarily or other interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to at least a majority of the Unit Owners (by percentage), and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Unit Owners Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if such director were not such director or officer of such Unit Owners Association or not so interested.

Section 3.17 Covenants Committee. The Board of Directors may establish a Covenants Committee, consisting of three (3) or five (5) members appointed by the Board of Directors, each to serve for a term of one (1) year, in order to assure that the Condominium shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the esthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit Owners and their invitees; and
- (4) promoting the general welfare of the Condominium community.

(a) Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Condominium Instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium Instruments, Rules and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and a vote of a quorum of the Board of Directors may modify or reverse any such action, ruling or decision.

(b) Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or in a case by case basis by vote of a quorum thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

#### ARTICLE 4

##### OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3 Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.4 President. The President shall: be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a not-for-profit corporation organized under the Louisiana Not-For-Profit Corporation Act including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, 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 Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Not-For-Profit Corporation Act.

Section 4.7 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a non-profit corporation under the Louisiana Not-for-Profit Corporation Act.

Section 4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Two Thousand Dollars (\$2,000.00) shall be executed by any two (2) persons designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand Dollars (\$2,000.00) or less may be executed by any one person designated by the Board of Directors.

Section 4.9 Compensation of Officers. No officer who is also a director shall receive any compensation from the Association for acting as such officer.

## ARTICLE 5

### Operation of the Property

#### Section 5.1 Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of the fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit's Owner's assessment for the Common Expenses of the Association.



(c) Assessment and Payment of Common Expenses. Subject to the provisions of Article IX of the Declaration, the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner including the original Declarant in proportion to his respective Percentage Interest and shall be a lien against each Unit Owner's Unit as provided in Article IX of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months, in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of such assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) Initial Capital Payment.

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in paragraph (c) of this Section.

(ii) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for Common Expenses for such purchaser's Unit. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Unit Owners Association.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner or a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

Section 5.2 Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5.3 Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation to the extent permitted by the Condominium Act.

## ARTICLE 6

### Mortgages

Section 6.1 Notice to Board of Directors. A Unit Owner who mortgages his Unit or his mortgagee shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors.

Section 6.2 Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit which has notified the Association of its mortgage under Section 6.1. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased by the Association of all actions taken under Article VIII of the Declaration with respect to reconstruction or repair of casualty damages and of any taking in condemnation or by expropriation and actions of the Unit Owners Association with respect thereto.

Section 6.3 Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all Mortgagees who have given notice under Section 6.1 seven (7) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, materially amend the Declaration or their Bylaws.

Section 6.4 Mortgagees' Approvals. Neither the Articles of Formation of the Association or their Bylaws shall be amended or revoked in any manner which affect the vested rights of mortgagees of the Condominium Parcels without their written consent, if the mortgagees have notified the Association of the existence of their mortgages under Section 6.1.

Section 6.5 Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Association and shall have the right to speak thereat. All such Mortgagees shall have the right to examine the books and records of the Condominium during the normal business hours and to require the submission of annual audited financial reports and other budgetary information within ninety (90) days following the end of any fiscal year. If they so request in advance in writing, they shall also receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

## ARTICLE 7

### Miscellaneous

Section 7.1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 7.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 7.3 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 7.4 Construction. These Condominium Instruments are intended to comply with all of the applicable provisions of the Louisiana Condominium Act and shall be so interpreted and applied.

EXHIBIT "G"  
TO CONDOMINIUM  
DECLARATION

HARBOR RULES AND REGULATIONS FOR  
HOMEOWNERS ASSOCIATION, INC.

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each Unit shall generally be used as a residence for a single-family, its servants and guests. No portion or all of any Unit may be used as a professional office whether or not accessory to a residential use, except with the express written consent of all the Unit Owners and the Board of Directors of the Association.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Condominium Declaration.

3. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on that portion of the Property insured by the Association, without the prior written consent of the Board of Directors of the Association. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of any such insurance, or which would be in violation of any law. No waste shall be permitted in the Common Elements except where provision is made.

4. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners at the time of purchase of their Units, not to exceed two (2) per Unit without the approval of the Board of Directors, may be kept in the Units, subject to the rules and regulations adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Elements unless on a leash.

5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in his individual units by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

6. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of any Unit or which would structurally change any of the Units.

7. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property except with the consent of all the Unit Owners and the Board of Directors of the Association nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer and the Board of Directors or its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet. (1' x 2').

9. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors.

10. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or balconies thereof, any dirt or other substance.

11. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

12. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

13. Any Unit Owner wishing to plant flowers, trees or shrubs within the Common Elements must obtain written permission from the Board of Directors before doing so.

14. Complaints regarding the management of the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board of Directors.

HARBORVIEW CONDOMINIUMS  
500 LAKE MARINA AVENUE  
NEW ORLEANS, LOUISIANA 70124

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|---|---|
| 1. Condominium Declaration  | Exhibit 1, consisting of pages numbered 1-28.   |
| 2. Plat of Survey & Legal Description, Building Plans,              | Exhibits A, B, consisting of five pages.  |
| 3. Schedule of Percentage Obligation for Common Expenses            | Exhibit C, consisting of of one page.   |
| 4. Articles of Incorporation of Harbor Homeowners Association, Inc. | Exhibit D, consisting of pages numbered 1-11.   |
| 5. Bylaws of Harbor Homeowners Association, Inc.                    | Exhibit E, consisting of:<br>(1) Table of Contents consisting of two pages,<br>(2) Bylaws consisting of pages numbered 1-20, and<br>(3) Appendix 1 consisting of two pages. |
| 6. Schedule of Percentage Interest in Common Elements               | Exhibit F, consisting of one page.  |
| 7. Rules and Regulations for Harbor Homeowners Association, Inc.    | Exhibit G, consisting of two pages.   |
| 8. Proposed Operating Budget  | Exhibit H, consisting of one page.  |
| 9. Architect Opinion  | Exhibit I, consisting of three pages.   |
| 10. Amendments to Documents   |   |

EXHIBIT "F" to the  
Declaration

HARBORVIEW CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTEREST  
IN COMMON ELEMENTS

Unit No.	Unit Description	Unit Square Footage	Percentage of Undivided Interest
203-210, 212, 213, 216, 217 303-310, 312, 313, 316, 317 403-410, 412, 413, 416, 417	1 BR.	676.5	.8223
230, 330, 430	1 BR.	718.38	.8733
201, 301, 401	1 BR.	703.76	.8555
202, 302, 402	1 BR.	615.10	.7477
215, 315, 319, 415, 419	1 BR.	694.54	.8443
231, 331, 431	1 BR.	681.11	.8279
214, 314, 414	1 BR.	754.47	.9171
222-229, 232, 322-329, 332 422-429, 432	2 BR.	971.12	1.1805
221, 321, 421	2 BR.	951.13	1.1562
233, 333, 433	2 BR.	968.69	1.1775
218, 220, 318, 320, 418, 420	2 BR.	864.23	1.0505
234, 334, 434	3 BR.	1141.84	1.3880
211, 311, 411	3 BR.	1143	1.3894

The foregoing Percentage Interest in the Common Elements has been determined by taking the approximate square footage of each Unit to the total square footage of all Units in the Condominium Property. The approximate square footage of each Unit has been adjusted so that each type of Unit will have the same Percentage Interest in the Common Elements, even though specific Units within each classification may have slightly different sizes.



EXHIBIT "F" to the  
Declaration

HARBORVIEW CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTEREST  
IN COMMON ELEMENTS

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APPENDIX #1  
TO EXHIBIT "E"  
TO THE BYLAWS

HARBOR HOMEOWNERS ASSOCIATION, INC.  
CERTIFICATE OF RESALE

TO : \_\_\_\_\_  
FROM : HARBOR HOMEOWNERS ASSOCIATION, INC.  
RE : Condominium Unit No. \_\_\_\_\_ at Harbor Homeowners  
Association, Inc., Orleans Parish, Louisiana

Pursuant to Section 1124.107 of the Condominium Act, we hereby certify that as of the date hereof, except as herein stated:

A. The status of assessments with respect to the Condominium Unit is as follows:

Current Assessment due	_____	\$	_____
Assessment in arrears	_____	\$	_____
TOTAL DUE		\$	_____

B. The Condominium Instruments do not create any rights of first refusal or other restraints on free alienability of any of the Condominium Units.

C. The following, if any, is a list of all capital expenditures anticipated by the Association within the current or succeeding two fiscal years:

(Fill in if applicable).

D. As of the date of this Certificate, there is an outstanding booked balance in the reserve for replacement fund of approximately \$ \_\_\_\_\_. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

(Fill in if applicable).

E. Attached to this Certificate is a copy of the statement of financial condition of the Association for the year ended \_\_\_\_\_, 19\_\_, the last fiscal year for which such statement is available.

F. There are no unsatisfied judgments against the Association nor any pending suits in which the Association is a party except as follows:

(Fill in if applicable)

G. The Association holds hazard, property damage and liability insurance policies as required by the Declaration. It is suggested that each Unit Owner obtain his own insurance covering property damage to his Unit (not covered by the Association policy) and personal property contained therein as well as insurance covering personal liability. You are urged to consult with your insurance agent.

H. Improvements or alterations, if any, made to the Condominium Unit or the Limited Common Elements assigned thereto are not in violation of the Condominium Instruments except as follows:

(Fill in if applicable)

The information contained in this Certificate for Resale, issued pursuant to Section 1124.107 of the Condominium Act, as amended, based on the best knowledge and belief of the Association, is current as of the date hereof.

The name and address of the President of the Association is:

The Association may charge a fee for the preparation of this Certificate for Resale as allowed by law.

Dated this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_\_.

HARBOR HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Officer:

ARTICLE I.

NAME: DEFINITIONS

A. Name. The name by which the Property is to be identified is as follows: Harborview Condominiums.

B. Definitions. As used herein or elsewhere in this Condominium Declaration and all exhibits thereto, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. Unit. Any one of those parts of the condominium improvements, including one or more rooms on one or more floors as separately described on the attached Plat of Survey and Building Plans, (Exhibits "A" and "B" attached hereto) as "Unit" followed by a number and/or letter; provided, however, that no structural components, pipes, drains, wires, conduits, ducts, flues, or shafts contained within the Buildings or public utility line situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed a part of said Unit. The provisions of Articles IV, Section 3 are included in this definition.

2. Person. Any natural individual, firm, corporation, partnership, association, trust or other legal entity capable of holding title to immovable property, including the Declarant.

3. Unit Owner. The person or persons who own a Unit in the Property.

4. Condominium Parcel. An individual unit plus its appurtenant percentage undivided ownership interest in the Common Elements of the Property. The provisions of Article IV, Section 5 are included in this definition.

5. Common Assessment. Those funds required for the payment of Common Expenses of the Property such as the costs of maintaining, operating, repairing and managing certain designated portions of the Property, which from time to time are assessed by the Association to and paid by the Unit Owners. Each Unit Owner's percentile share of the Common Expenses or the manner in which such percentage will be established, is set forth in Exhibit "C", unless specifically otherwise provided.

6. Association. "The Harbor Homeowners Association, Inc.", a Louisiana non-profit corporation, or any successor entity, is the governing body composed of all the Unit Owners and the entity responsible for the administration and operation of the Property. The Articles of Incorporation and Bylaws of the Association are annexed hereto and made a part hereof as Exhibits "D" and "E", respectively.

7. Buildings. The improvements to the subject premises located at 500 Lake Marina Avenue, New Orleans, Orleans Parish, Louisiana, containing the Units, as described on the attached Building Plans (Exhibit "B").

8. Common Elements. All that part of the Property (movable or immovable property) which is not within or a part of Units as the Units are shown on the attached Building Plans (Exhibit "B") and Plat of Survey (Exhibit "A"). Each Unit's undivided percentage ownership interest in the Common Elements of the Property or the manner in which such percentage will be established shall be as set forth in Exhibit "F" attached hereto. The provisions of Article IV, Section 4 are included in this definition. Unless otherwise provided, the phrase "Common Elements" shall include Limited Common Elements.

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

(a) ad valorem taxes and other taxes of all kinds which are levied against the Property and which are not levied against an individual Unit or Unit Owner;

(b) maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(c) utilities incurred in operation of the Common Elements not otherwise paid by an individual Unit Owner or Owners;

(d) management and administration of the Association including, without limiting the same, to any compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;

(e) liability and casualty insurance carried with respect to the Property;

(f) any other item held by or in accordance with this Condominium Declaration or recorded amendment thereto to be a Common Expense.

10. Common Surplus. The excess of all receipts of the Association including but not limited to common assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses. Each Unit's percentage interest in the Association's common surplus shall be the same as such Unit's percentage obligation for the payment of the Common Expenses assessed by the Association (See Exhibit "C"), attached hereto).

11. Condominium Documents or Condominium Instruments. The Condominium Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - Plat of Survey

Exhibit B - Legal Description

Exhibit C - Percentage obligations for Common Expense assessments of individual units.

Exhibit D - Articles of Incorporation of the "Harbor Homeowners Association", Inc.

Exhibit E - Bylaws of "Harbor Homeowners Association", Inc.

Exhibit F - Percentages of undivided ownership of the Common Elements appurtenant to each unit plus description of individual units.

Exhibit G - Rules and Regulations of "Harbor Homeowners Association, Inc.

Exhibit H - Proposed Operating Budget.

Exhibit I - Architect Opinion.

12. Declarant - John C. Yemelos - 1977-A, a Louisiana Partnership in Commendam, with its principal place of business in Metairie, Louisiana, Parish of Jefferson, Louisiana.

13. Limited Common Elements. In general, those Common Elements which are designated for the exclusive use of less than all of the Units in the condominium regime. The provisions of Article IV, Section 4 are included in this definition.

14. Percentage Interests. A Unit Owner's fractional undivided ownership share of the Condominium Common Elements.

15. Property. The Land on which the Condominium improvements are constructed, and all improvements thereon and all servitudes and rights appurtenant thereto for use in connection with the Condominium.

16. Dividing Wall. A dividing wall is a wall which separates two adjacent Units. All dividing walls shall be Limited Common Elements (excluding finished surfaces) which are reserved for the exclusive use and enjoyment of the adjacent Units separated by the dividing wall.

17. Exterior Wall. The exterior wall is a wall forming part of a Unit, one side of which has an outdoor exposure. Exterior walls shall be individually owned by the Owner of the Unit of which the exterior wall forms a part, except the exterior surface of exterior wall, which shall be a Common Element.

18. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning they are defined to have in Title 9, Sections 1121.101 et seq. of the Louisiana Revised Statutes (the "Act"). In the event of an conflict in definitions, the definitions contained in the Act shall prevail.

## ARTICLE II.

### USE OF COMMON ELEMENTS

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

1. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Common Elements shall remain undivided and no person, irrespective of the nature of his interest in the Common Elements, shall have the right to bring any action or proceeding for partition or division of the Common Elements or any part thereof until the termination of the Condominium Regime established by this Condominium Declaration in accordance with provisions herein elsewhere contained or until the Property is no longer tenantable, whichever first occurs.

2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. The initial Rules and Regulations of "Harborview Homeowners Association, Inc." are attached hereto as Exhibit "G".) Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, and to fix, limit, and change the use of the Common Elements and the activities which may be conducted thereon.

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

4. Expense of Maintenance. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with provisions contained in Article IX hereof.

5. Use of Common Elements. Subject to the Rules and Regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the rights and property of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the affirmative vote of seventy-five (75%) percent of the Unit Owners, in number, with each Unit having one (1) vote, as set forth more fully in Article II, Section 6 of the Bylaws. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than ninety (90%) percent of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of less than all of the units, in which case the benefited Unit Owner(s) shall be assessed therefor in such proportions as they approve jointly and failing such approval, in such proportions as may be equitably determined by the Board of Directors of the Association. Notwithstanding anything above to the contrary, the Association shall have the authority to effect improvements to the Property having a cost greater than ten (10%) percent of the then appraised value of the Condominium improvements only in the event one-hundred (100%) percent of the Unit Owners voting in accordance with their respective percentages of ownership of the Common Elements approve the said proposed improvements.

7. Undivided Ownership Interests of Unit Owners in Common Elements.

(a) The percentage of undivided ownership interest of the Unit Owners in the Common Elements shall be in the respective percentages set forth in Exhibit "F" annexed hereto and may be altered only by amendment executed in form for recording by one hundred (100%) percent of the Unit Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgagee is obtained and recorded. The provisions of this Section are subject to the provisions contained in Article XVI, Section 12.

(b) The amount of the percentage proportion of such interest in the Common Elements has been determined and fixed by taking the approximate proportion which the square feet in each Unit bears to the total of the square feet in all of the Units. For this purpose, the amount of square feet of space in each Unit shall be measured by the perimetrical boundaries described in Article IV, Section 3, hereof.



8. Limited Common Elements. Each unit and the Owner and occupant thereof shall have the exclusive use of those elements which are designated as Limited Common Elements. The Association shall have the right of access to any portion of the Common Elements, including the Limited Common Elements, for purposes of maintenance or repair of such Common Element. Each Owner shall have the non-exclusive right to use the Common Elements and to use the portion of the Limited Common Elements reserved for the exclusive use of his Unit for all purposes incident to the use and occupancy of his Unit as a place of residence. No Unit Owner, however, shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements reserved for the exclusive use of another Unit.

### ARTICLE III.

#### PHYSICAL MANAGEMENT

1. Management and Common Expenses. The Unit Owners, acting by and through the Board of Directors of the Association, shall manage, operate and maintain the Property and, for the benefit of the 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 Property, including, without limitation, the following:

(a) 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 Unit, for the Units;

(b) The cost of fire and extended liability insurance on the Property and the cost of such other insurance as the Association may maintain;

(c) 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 Property;

(d) The cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the Property;

(e) The cost of repairs, maintenance, service and replacement of the Common Elements of the Property, 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 Association to repair or replace, the interior of any Unit or any fixtures, appliances, equipment or the like located therein;

(f) 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 Property; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular Unit or Units the cost thereof shall be specially assessed to the Owner or Owners thereof in the manner provided in this Article;

(g) The cost of the replacement or repair of any Unit or a portion thereof, in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Property or as otherwise in the interest of the general welfare of all of 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 Unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the 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 Unit at which time the assessment shall become due and payable and a continuing obligation of said Unit Owner in all respects as provided in Article IX of this Declaration.

2. Management Agent. The Association may by contract in writing delegate any 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. Maintenance Responsibilities of Individual Unit Owners. Except for maintenance requirements herein imposed upon the Association, the Owner of any Unit shall, at his own expense, repair and maintain the interior of his Unit, and all other parts of the Unit which the Association is not obligated to maintain, and any and all equipment, appliances or fixtures therein situated, and its other appurtenances and including all mechanical equipment and appurtenances located outside such Unit which are designed, designated or installed to serve only that 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 Unit. In addition to the foregoing, the Owner of any 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 Unit. The Owner of any Unit shall also, at his own expense, keep any other Limited Common Element which may be appurtenant to such Unit and reserved for his exclusive use in a clean, orderly and sanitary condition. This obligation may be carried out by the Association if the Unit Owners fail to do so, and the costs of doing so shall be assessed to the Unit Owner under the provisions of Article IX of this Declaration.

4. Limitation of Liability. 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 malfunction 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 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 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.

#### ARTICLE IV.

##### UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Building Plans. The Condominium Building Plans are attached hereto as Exhibit "B" and made a part of this Declaration.

2. Immovable Property. Each Unit as shown on the Plat of Survey, and the Building Plans (Exhibits "A" and "B" attached hereto) and together with all appurtenances thereto, and particularly its appurtenant undivided percentage ownership interest in the Common Elements shall, for all purposes, constitute The Condominium Parcel of immovable property which may be owned in complete ownership in the same manner as any other parcel of immovable property, independently of all other parts of the Property, subject only to the provisions of this Condominium Declaration.

3. The Units.

(a) The general description and number of each Unit in the Property, including its perimeters, approximate dimensions, floor area, identifying number, location and such other data as may be sufficient to identify it with reasonable accuracy and certainty, is set forth on the Plan of Survey and Legal Description (Exhibit "A") and the Condominium Building Plans (Exhibit "B") to this Declaration.

(b) The boundaries of the residential section of each Unit are located as follows. The lower boundary of any Unit in the Condominium is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor. The upper boundary of any Unit in the Property is a plane (or planes) the elevation of which coincides with the unexposed surface of the sheet rock drywall ceiling finish material, to exclude all component parts of the roof. The lateral or perimetrical boundaries of any Unit in the Property are vertical planes which coincide with the unexposed surfaces of the perimeter drywall material or wood paneling (whichever is used as the wall finish material), to include the perimeter drywall, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit.

(c) The following shall be considered a part of the Unit and not a part of the Common Elements:

(1) Equipment and appurtenances located within or without any Unit and designed to serve only that Unit, such as the windows, doors and locks, mechanical equipment, appliances, non-bearing partition walls, flooring material, outlets, fixtures, cabinets and the like.

(2) The concrete vehicle parking area assigned to each Unit. Also additional parking units may be purchased from Declarant.

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

#### 4. Common Elements.

(a) The Common Elements of the Property include all parts of the Property which are not included in the Units. Without limitation, the Common Elements shall include:

(1) All entrances to and exits from the Buildings which are not specifically made a part of any Units;

(2) All central and appurtenant installations for services designed for use by more than one Unit such as power, light, hot and cold water, telephone and gas (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in Common Elements or in Units).

(3) All equipment used in common;

(4) Swimming pool;

(5) Walkways;

(6) All other parts of the Buildings and all apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Buildings, which are not specifically made part of a Unit by the terms of this Declaration.

(b) Limited Common Elements shall include the following, without limitation:

(1) The Land and all foundations, columns, support walls, floor and other structural supports;

(2) All exterior surfaces of all exterior walls of the Buildings;

(3) All Dividing Walls (except the finished surfaces thereof);

(4) Open areas located between the exterior walls of each Unit and the adjacent walkways.

(5) Balconies immediately adjoining certain specific units as shown on the plat annexed hereto.

5. Condominium Parcel. Each Unit shall include and the same shall be transferred with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the right, title and interest and obligation of a Unit Owner in and to the Property, which shall include but not be limited to:

(a) Common Elements: An undivided percentage share of the ownership of the Common Elements, such undivided share to be that percentage set forth in Exhibit "F".

(b) Servitudes for the benefit of the Unit;

(c) Association membership and a proportionate amount of any Common Surplus or other assets held by the Association for the benefit of the Unit Owners;

(d) That servitude of passage (undedicated) as shown on the Plat of Survey;

6. Servitudes. The following servitudes shall exist from each Unit Owner to every other Unit Owner and to the Association;

(a) Ingress and Egress. Servitudes through the Common Elements and those portions of the land which are paved for use as streets, walkways, or sidewalks for ingress and egress for all persons making use of such Common Elements and for ingress and egress to the individual Units in accordance with the terms of this Condominium Declaration.

(b) Maintenance, Repair and Replacement. Servitudes through the Units and Common Elements for maintenance, repair and replacement by the Association of portions of the Units and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours, except that access may be had by agents of the Association at any time in case of emergency.

(c) Structural Support. Every tangible portion of a Unit which contributes to the structural support of a Building or other Units shall be burdened with a servitude of structural support for the benefit of the Common Elements and the other Units.

(d) Utilities. Servitudes through the Units and Common Elements for all facilities for the furnishing of utility services within a Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring.

#### ARTICLE V.

#### USE RESTRICTIONS AND CONDITIONS

In order to provide for a congenial occupation of the Buildings and Property and to provide for the protection and maintenance of the market value of the Condominium Parcels, the use of the Property shall be restricted in accordance with the following provisions:

1. Residential. Except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, all Units shall be used for private residential purposes exclusively, provided the Declarant may use any Units which the Declarant owns for promotional or display purposes, as "model apartments", a sales office or the like.

2. Leasing. The Association shall have the power and authority to regulate Leasing and renting of units by Owners.

3. Common Elements. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment of the Unit Owners and their families, guests and invitees.

4. Prohibited Uses and Nuisances. Except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the Property by the Declarant or the Association:

(a) No noxious or offensive trade or activity or conduct shall be carried on within the Property or within any Condominium Unit, nor shall anything be done herein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners. No nuisances shall be permitted within the Property, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners or which interferes with the peaceful use and possession thereof by the Unit Owners.

(b) There shall be no obstruction of any of the Common Elements. Nothing shall be stored upon any of the Common Elements, except those areas designated for storage of personal property by the Owners of the Condominium Units.

(c) Nothing shall be done or maintained in any Unit or upon any of the Common Elements which will increase the rate of insurance on any Unit or the Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors of the Association. Nothing shall be done or maintained in any Unit or upon the Common Elements which would be in violation of any law.

(d) Except for such signs as may be posted by the Declarant or the Association for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or the Common Elements without the prior consent in writing of the Board of Directors of the Association and under such conditions as they may establish.

(e) No unreasonable or unsightly accumulation of storage or litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any of the Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers for such purpose during such hours as may from time to time be designated by the Board of Directors of the Association.

5. Lawful Use. No illegal, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which requires maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subject to such requirements.

6. Rules and Regulations. Rules and Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial Rules and Regulations, which shall be deemed effective until amended by the Association are annexed hereto and made a part hereof as Exhibit "G". Any amendments thereto shall be recorded in the Office of Conveyances in and for the Parish of Orleans, State of Louisiana as amendments to said Exhibit and shall be effected in accordance with the procedures set forth in the Bylaws of the Association.

7. Vehicle Control. The Association shall have the power and authority to regulate the parking, operation and location of motor vehicles, boats, trailers, and mobile homes on the property.

ARTICLE VI.

ADMINISTRATION

The Administration of the Property, including, but not limited to, the acts required of the Association, shall be governed by the following provisions:

1. The Association shall be organized as a non-profit corporation, the members of which are the Unit Owners of Units with a Board of Directors elected by said Unit Owners.
2. The Bylaws of the Association shall be in the form attached as Exhibit "E" until such are amended in the manner therein provided. The Rules and Regulations of the Association shall be in the form attached as Exhibit "G" until such are amended.
3. The duties and powers of the Association shall be those set forth in this Condominium Declaration and in the Bylaws of the Association, together with those reasonably implied to effect the purposes of the Association and this Condominium Declaration; provided, however, that if there are conflicts or inconsistencies between this Condominium Declaration and the Bylaws, the terms and provisions of this Condominium Declaration shall prevail and the Unit Owners hereby covenant to vote in favor of such amendments in the Bylaws as will remove any such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Bylaws, and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Condominium Declaration shall be so exercised except that wherever this Condominium Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the procedures provided in the Bylaws.
4. Notice or demands, for any purpose, shall be given by the Association to Unit Owners and by any Unit Owner to the Association and other Unit Owners in the manner provided for notices to member of the Association contained in the Bylaws of the Association.
5. All income received by the Association may, within the discretion of the Board of Directors, be used for the purpose of reducing prospective Common Expenses (prior to establishing the annual assessment for Common Expenses), or to establish such reserves as the Board of Directors may in its discretion determine.
6. The Association shall have the power to adopt reasonable rules and regulations in the form of Bylaws to provide for the mandatory giving of notice to mortgagees of the Unit Owners, and to otherwise provide for the protection of their interests, and to adopt procedures for doing so.



ARTICLE VII.

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 interests may appear and shall provide for the issuance of certificates of 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 subsection 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:

(i) 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.

(ii) 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;

(i) 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 provisions in favor of the Board of Directors, hereinafter set forth;

(ii) Glass insurance;

(iii) Water damage insurance; and

(iv) 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. The minimum amount of flood insurance shall be in an amount as is determined reasonable and sufficient by the Association.

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

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, in the percentages set forth in Exhibit "C" hereof.

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 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 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 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 insureds named thereon, including any and all mortgagees of the 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 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 except that any loss or losses payable to the named mortgagees shall be payable to an insurance trustee designated for that purpose, or to the association, in the manner set forth elsewhere in Section 6 of this Article. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid. Except in the event of a decision not to rebuild the casualty damage in accordance with Section 3 of Article VIII; 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 (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirements of law.

6. Insurance Trustee. In the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to five (5%) percent of the full replacement value of the Property, as estimated by the Board of Directors and the insurer and the holder or holders of any first mortgages shall so require, all proceeds of insurance shall be paid over to a trust company or bank (the "Insurance Trustee") having trust powers and authorized to engage in trust business in the jurisdiction wherein the Condominium is located, and having a construction loan department, through which such trust funds shall be administered, selected by the Board of Directors with the approval of the said first mortgagees, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an insurance trust agreement satisfactory in form and substance to the first mortgagees which shall contain, inter alia the following provisions:

(a) The reconstruction or repair shall be in the charge of an architect or engineer, who may be an employee of the Board of Directors, satisfactory to the first mortgagees;

(b) Prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the Condominium from further damage, the first mortgagees shall have approved the Plans and Specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

(c) Unless otherwise required by the first mortgagees, each request for an advance of the proceeds of insurance shall be made to the first mortgagees at least ten (10) days prior to delivery to the Insurance Trustee and shall be accompanied by a certificate from the architect to the effect that:

(i) all work completed has been performed in accordance with the Plans and Specifications and all building codes or other similar governmental requirements; and

(ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to, the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects, or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same;

(iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and

(iv) funds remaining available to the Insurance Trustee for the purpose are sufficient to complete the reconstruction or repair.

(d) The fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a Common Expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata, as the reconstruction or repair progresses.

(e) Such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee, or the first mortgagees may reasonably require.

Upon the completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Association and shall be considered as one fund and shall be divided among the owners of all of the Units in the same proportion as that established in the Declaration for ownership of appurtenant undivided interests in the Common Elements, after first paying out of the share of the owner of any Unit, to the extent such payment is required by any lienor and to the extent the same is sufficient for the purpose, all liens upon said Unit in accordance with the priority of interest in each Unit.

#### ARTICLE VIII.

##### CASUALTY DAMAGE - RECONSTRUCTION OR REPAIRS

1. Use of Insurance Proceeds. In the event of damage or destruction to the Condominium by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the Property with the proceeds of insurance available for that purpose, if any.
2. Proceeds Insufficient. In the event the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Association charging same as a Common Expense to the individual Unit Owners, pursuant and subject to such conditions and subject to such controls as any Insurance Trustee may require. In the event the proceeds of casualty insurance are paid to any Insurance Trustee, then all funds collected from the Unit Owners of the Units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Article VIII hereof.
3. Restoration Not Required. In the event the Property is damaged or destroyed by fire or other casualty to the extent of three-fourths (3/4) of the full replacement value of the Condominium, as estimated by the Board of Directors and the insurer, and more than ninety percent of the Unit Owners (voting on the basis of one vote per unit) resolve not to proceed with repair or reconstruction, then in that event the Condominium shall be deemed to be owned in undivided interest by the Owners of all the Condominium Units in the same proportion as that established in this Declaration for ownership of appurtenant undivided interest in the Common Elements and the Condominium shall be subject to an action for a partition at the suit of the Owner of any Condominium Unit, in which event the net proceeds of the sale, together with the net proceeds of any insurance paid to the Association or the Unit Owners in common, shall be considered as one fund and shall be divided among the Owners of all the Condominium Units in the same proportion as that established in the Declaration for ownership of appurtenant undivided shares in the Common Elements, after first paying out of the share of the Owner of any Condominium Unit, to the extent such payment is required by any lienor and to the extent such share is sufficient for such purpose, all liens upon said Condominium Unit and in accordance with the priority of interest in each Unit.

4. Responsibility. If the casualty damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then such Unit Owner shall be responsible for reconstruction and repair after casualty shall be that of the Association.

5. Estimate of Costs. Immediately after a casualty causing damage to the Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged improvements in the same condition as that before casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors in its discretion requires.

6. Temporary Suspension. In the event of an emergency, public disaster, unusual casualty, or for other good reasons, certified as such by the Board of Directors of the Association, the provisions of this Article, and of Article VII, Section 6 may be temporarily suspended or modified for the good of the unit owners.

#### ARTICLE IX.

##### 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. Percentile Share of Common Expenses: Each unit Owner including the Declarant and his Vendees and assigns shall be personally liable for his percentage share of the Common Expenses and Special Assessments and any Common Surplus shall be owned by each Unit Owner in a like share. Co-owners shall be liable in solido. The amount of the 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 II, Section 7(b) hereof.

2. Accounts. All sums collected by the Association from Assessments (for Common Expenses or otherwise) may be comingled 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 established and maintained as required by the Association.

3. Assessments for Common Expenses: Assessments 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 assessments 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.

4. Special Assessments. 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 of 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.

5. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount and in a manner to be designated from time to time by its Board of Directors.

6. Assessment Roll. The assessment 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.

7. Liability for Assessments. 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 shall be liable only for assessments coming due after such sale and for that 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.

8. Lien for Delinquent Common or Special Expenses.

(a) The unpaid portion of a Common Expense or special assessment which is delinquent shall be secured by a lien upon the Condominium Parcel of the delinquent Unit Owner after filing for record of a claim or lien by the Association in the Office of the Recorder of Mortgages for Orleans Parish, Louisiana. The Association shall not, however, record such a claim of lien until the Common or Special Expense assessment is unpaid for not less than forty-five (45) days after it is delinquent. At least seven (7) days prior to filing



such a claim of lien, the Association shall deliver, by registered mail, to the delinquent Unit Owner, a statement setting forth the amount of delinquent Common or Special Expenses, the date such expenses became delinquent, and a statement indicating the Association's intent to file a claim of lien upon his Condominium Parcel. Such a claim of lien shall include only Common or Special Expense assessments which are delinquent for the requisite time period prior to the date the claim of lien is filed for record.

(b) The lien provided for in Subsection (a) shall be ranked in accordance with Section 1123:115(c) of the Act.

9. Acceleration of Installments. 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. Collections:

(a) Delinquent Date; Interest; Application of Payments: 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. Assessments 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.

(b) Suit. 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 maximum rate allowed by law, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

11. Additional Rights of Mortgagees - Notice. 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 a mortgage which has given the Association notice of its mortgage on the Unit which is the subject matter of such suit or proceeding.

ARTICLE X.

COMPLIANCE AND DEFAULT:

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 Association or other Unit Owners to the following relief:

(a) 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.

(b) 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 proceeds 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.

(c) Costs and Attorneys' Fees: 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.

(d) No Waiver of Rights: The failure of the Association or of a Unit Owner to enforce any right, provision, 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.

(e) All rights, remedies and privileges 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.

## ARTICLE XI.

### AMENDMENT

The Condominium Declaration and all exhibits thereto may be amended in the following manner:

1. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed by either of such bodies must be approved by the Unit Owners. Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than eighty (80%) percent of the entire membership of this Association. For this purpose, each Owner shall be assigned one (1) vote for the each unit he owns.
3. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when filed for record in the Conveyance Records of Orleans Parish, Louisiana. Copies of same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

## ARTICLE XII.

### TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. In General. Except in the case of casualty loss where the Unit Owners determine not to reconstruct the casualty damage pursuant to provisions contained elsewhere herein, the termination of the Condominium may be effected by the agreement of ninety (90%) percent of all Unit Owners, voting in accordance with their percentage ownership interests in the Common Elements, together with the concurrence of their contractual mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such instrument has been filed for record in the Conveyance Records of Orleans Parish, Louisiana.

2. Shares of Unit Owners After Termination. After termination of the Condominium Regime as to all or a portion of the Property, the terminating Unit Owners shall own that portion of the Property withdrawn from the Condominium Regime as Owners in indivision and the holders of mortgages and liens against the Condominium Parcels formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided shares in the Property of the former Unit Owners. Each such Unit Owner shall own, following termination, an undivided interest in the Property equal to his former proportionate ownership in the Common Elements. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners in proportion to the relative amount of the assessments paid by each Unit Owner, and the proportionate amount of insurance on each respective Unit. The cost incurred by the Association in connection with any termination shall be assessed to such former Unit Owners in the same manner as a Common Expense.

3. Following termination, that portion of the Property (or all) removed from the Condominium Regime may be partitioned and sold upon the application of a withdrawing Unit Owner.

4. The members of the Board of Directors acting collectively as agents for all Unit Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

#### ARTICLE XIII.

##### REAL RIGHTS

All provisions of this Condominium Declaration shall be construed to be real 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 Condominium Declaration.

#### ARTICLE XIV.

##### SEVERABILITY

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

ARTICLE XV.

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 interests may appear. Where, as a result of a partial taking, if any Unit is decreased in size or where the number of Units is decreased 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.

ARTICLE XVI.

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 Property 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 seven (7) years after the filing of the Condominium Declaration; 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 on Exhibit "H" hereof, and hereafter referred to as "Additional Land";

(4) The location of the improvements that will be located on the additional land is not yet determined, and no assurances are made in that regard.

(5) The allocation of ownership of the individual ownership interest in the Common Elements and obligation for payment of Common Expenses shall be computed on the basis of the respective relative square footage of each unit compared to all units in the entire condominium. All units of a particular type in the entire Condominium shall be treated equally and uniformly.

(6) In the event that Declarant determines to exercise its option to expand, all covenants of this Declaration will apply to units within the Additional Land submitted to this Condominium.

ARTICLE XVII.

CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

IN WITNESS WHEREOF, the Declarant has executed this Condominium Declaration the day and year first above written.

The Declarant has executed this Condominium Declaration this 4th day of April, 1963.

WITNESSES:

Kathleen B. Winkler  
Susan R. Wallace

JOHN C. YEMEOS - 1977-A,  
A LOUISIANA PARTNERSHIP  
IN COMMENDAM

BY: John C. Yemeos  
GENERAL PARTNER

Notary Public  
NOTARY PUBLIC

ACT OF NOTARIAL CORRECTION \*  
TO ARTICLES OF INCORPORATION \*  
OF HARBOR HOMEOWNERS ASSOCIATION, INC. \*

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ORLEANS


\*\*\*\*\*

On the 4th day of April, 1983, the undersigned Notary Public signed Articles of Incorporation of Harbor Homeowners Association, Inc., which said Articles of Incorporation were filed for record with the Secretary of State of the State of Louisiana on April 25, 1985, and duly recorded in Charter Book 341 in the records of the said Secretary of State of the State of Louisiana, and filed for record in the records of Orleans Parish, Louisiana, on April 29, 1983, in MOB 2421 folio 87.

In the preparation of the said Articles of Incorporation, a typographical error was made in Article 4, Section 4.2(2), which showed "...Bedford Place.." and which should have shown "Harborview Condominiums".

The undersigned hereby authorizes the Secretary of State to file this Notarial Act of Correction in the records of his office to serve as occasion may require.

New Orleans, Louisiana, this 3rd day of May, 1985.

  
\_\_\_\_\_  
CYNTHIA J. HEBERT  
NOTARY PUBLIC

RECEIPT FOR FILING

Mt 5-

NAT G. KIEFER, JR.

Custodian of Notarial Records  
for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING  
421 LOYOLA AVE., NEW ORLEANS, LA. 70112

TELEPHONE: 525-9386

*James A. Mowyer*

by: \_\_\_\_\_

Notary Public who passed act: \_\_\_\_\_

Document filed: *Act of Correction to*

*Articles of Incorporation*

*HARBOR HOMEOWNERS Assn. Inc.*

FILED  
CUSTODIAN OF  
NOTARIAL RECORDS  
PARISH OF ORLEANS

JUN 12 1985

604937

Recorded in  
Mortgage Office  
\_\_\_\_\_, Folio \_\_\_\_\_

Recorded in the  
Mortgage Office  
Book *2494*, Folio *583*

New Orleans, Louisiana

New Orleans, Louisiana

Date: *6/12/85*

Time: *12:55*



ACT OF CORRECTION

HARBOR HOMEOWNERS ASSOCIATION, INC.

BYLAWS

BEFORE ME, Notary Public, comes Harbor Homeowners Association, Inc., herein represented by its duly authorized officer, who after being duly sworn, did state that in the Bylaws of the Harbor Homeowners Association, Inc. there seems to be a conflict dealing with various percentage of ownership and the rights of Declarant and his power of designation of the Board of Directors. In accordance with the Bylaws Article 3, Section 3, 1 (d), this is to be the governing section and "anything to contrary notwithstanding". Thus, any articles or sections in conflict with this section are herein admended to reflect the percentage of twenty-five percent (25%) and a termination date of December 31, 1985, and thus are to conform to Article 3, Section 3, 1 (d).

THUS SIGNED this 27th day of June, 1983, in the presence of the undersigned witnesses and me, Notary Public, in and for the Parish of Orleans, State of Louisiana.

WITNESSES:

Susan K. Wallace

Chris K. D.K.

HARBOR HOMEOWNERS ASSOCIATION, INC.

BY: 

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

ARTICLE 4

POWERS

The Association's powers shall include and be governed by the following provisions:

4.1 The Association shall have all the common law and statutory powers of a corporation not-for-profit except those which conflict with the provisions of these Articles.

4.2 The Association shall have all the powers and duties set forth in (1) the Act except to the extent that they are limited by these Articles and (2) the Declaration Creating and Establishing Bedford Place Condominiums hereinafter referred to as the "Declaration" and all the powers and duties reasonably necessary to operate the Property as set forth in the Condominium Declaration and as it may be amended from time to time. Said powers shall include but are not limited to the following powers:

- (1) To make and collect assessments against members in order to defray the Condominium's costs, expenses and losses.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) To repair, replace, maintain and operate the Condominium Property.
- (4) To purchase insurance on the Condominium Property and insurance for the protection of the Association and its members.
- (5) To reconstruct improvements after casualty and to further improve the Property.

(6) To make and amend reasonable Bylaws and Regulations as to the use of property in the Condominium.

(7) To enforce, by legal means, the provisions of the Act, the Declaration, these Articles, the Bylaws of the Association, and the Rules and Regulations for the use of the Condominium Property.

(8) To contract for the management of the Property and to delegate to the contractor all the powers and duties of the Association except those powers and duties which were specifically required by the Declaration to be approved by the Board of Directors of the members of the Association.

(9) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(10) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held in trust for the Condominium members according to the provisions of the Declaration, these Articles, and Bylaws of the Association.

4.4 The powers of the Association shall be subject, and shall be exercised according to the provisions of the Declaration and of the Bylaws.

## ARTICLE 5

### MEMBERS

5.1 This corporation is to be organized on a non-stock basis. There shall be only one class of membership. The members of the Association shall consist of all the record owners of units in the Condominium. Membership in the Association shall be established by recordation in the conveyance records of Orleans Parish, State of Louisiana, of a deed or other instrument translatative of title establishing a record title to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby automatically becoming a member of the Association. The percentile share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the ownership of his unit. The exact number of votes to be cast by record owners of units and the manner of exercising voting rights, shall be according to the Bylaws of the Association.

## ARTICLE 6

### DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of such number of directors as shall be determined by the Bylaws, but not less than (2) directors. Directors shall be elected at the annual members' meeting in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled as provided by the Bylaws.

6.2 The first election of Directors shall not be held until after 50% of the Condominium units have been sold by the Declarant, or until after the 31st day of December, 1985, whichever first occurs. The Directors named herein shall serve until the first election of Directors, and the remaining Directors shall fill vacancies occurring before the first election. The names and addresses of the members of the first Board of Directors are as follows:

Everett E. Revercomb, Jr.  
3900 North Causeway Boulevard, Suite 1400  
Metairie, Louisiana 70002

Oscar Rochkind  
3900 North Causeway Boulevard, Suite 1400  
Metairie, Louisiana 70002

6.3 The above named Directors shall hold office until their successors are elected and have qualified or until removed from office.

## ARTICLE VII

### OFFICERS

7.1 The Association's affairs shall be administered by officers elected at the first meeting of the Board of Directors following the annual members' meeting. Such officers shall serve for one year or until the annual members meeting next following. The initial officers' names and addresses are:

President - Everett E. Revercomb, Jr.  
Suite 1400, 3900 N. Causeway Blvd.  
Metairie, Louisiana 70002

Secretary/  
Treasurer - Oscar Rochkind  
Suite 1400, 3900 N. Causeway Blvd.  
Metairie, Louisiana 70002

ARTICLE 8

INDEMNIFICATION

8.1 Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is adjudged guilty or willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such director or officer may be entitled but shall be in addition to such other rights.

ARTICLE 9

BYLAWS

9.1 The Board of Directors shall adopt the first Bylaws of the Association. The said Bylaws may be amended, changed, repealed in the manner provided in the said Bylaws.

ARTICLE 10

AMENDMENTS TO ARTICLES OF INCORPORATION

10.1 The Articles of Incorporation shall be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Directors or the members of the Association may propose a resolution approving a proposed amendment. Members and directors who are not present either in person or by proxy at the meeting at which the proposed amendment is under consideration may express their approval in writing provided their approval is delivered to the secretary at or before the meeting.

10.2 An amendment must be approved by not less than 66% of the entire membership of the Board of Directors and by not less than 80.0% of the votes of the entire membership of the Association. For the purpose of amending these Articles, each unit owner shall be assigned one vote for each unit he owns. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members without the unanimous approval by all the members. A copy of each amendment shall be certified by the Secretary of State and recorded in the Mortgage records of Orleans Parish, State of Louisiana. No amendment shall affect the vested rights of the mortgagees of the Condominium Parcels without their consent.

#### ARTICLE 11

##### ACCOUNTING RECORDS

11.1 The Association shall maintain accounting records according to good accounting practices. Such records shall be available for inspection by unit owners at reasonable times designated by the Association. Such records shall include:

- (1) An itemized record of all receipts and expenditures; and
- (2) A separate account for each unit which shall indicate the name and address of the unit owner, the amount of each assessment for common expenses, the date on which the assessment becomes due, amounts paid on the account and any balance due thereon.

## ARTICLE XII

### TERM OF ASSOCIATION

12.1 The Association shall continue to exist during the existence of the Condominium Regime unless the members terminate the Association sooner by the consent of 80% of the voting rights. The termination of the Condominium Regime in accordance with the provisions of the Act and Declaration shall terminate the Association.

## ARTICLE 13

### REGISTERED AGENT

13.1 The full name and post office address of the corporation's registered agent is:

James A. Mounger, Esq.  
2714 Canal Street  
Suite 308  
New Orleans, LA 70019



ARTICLE XIV

INCORPORATOR

14.1 The name and post office address of the Incorporator of this corporation is:

James A. Mounger, Esq.  
2714 Canal Street  
Suite 308  
New Orleans, LA 70019

IN WITNESS WHEREOF, I have hereunto set my hand this 4th  
day of April, 1983.

  
\_\_\_\_\_  
JAMES A. MOUNGER

A C K N O W L E D G M E N T

STATE OF LOUISIANA

PARISH OF ORLEANS

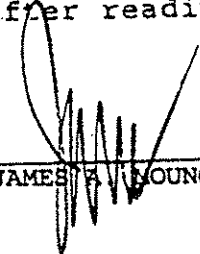
BEFORE ME, the undersigned Notary Public, in and for the Parish aforesaid, on this 4th day of April, 1983 personally came and appeared JAMES A. MOUNGER,

who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they are the identical persons who executed the foregoing instrument in writing, that their signatures hereof are their own true and genuine signatures and that they executed said instrument of their own free will and accord, and for the uses, purposes and consideration therein expressed.

THUS DONE AND PASSED on this 4th day of April, 1983, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearers, and before me, Notary, after reading of the whole.

WITNESSES:

Mary Levy  
Richard Car

  
JAMES A. MOUNGER

Arthur J. Hebert  
Notary Public

EXHIBIT "B"

THAT CERTAIN PIECE OR 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 Hazour Tract, according to surveys of Adloe Orr, Jr. & Associates, C.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. YEMEOS.

EXHIBIT "C" to the  
Declaration

HARBORVIEW CONDOMINIUMS  
SCHEDULE OF PERCENTAGE OBLIGATION  
FOR COMMON ELEMENTS

Unit No.	Percentage Obligation	
203-210, 212, 213, 216, 217 303-310, 312, 313, 316, 317 403-410, 412, 413, 416, 417	.8223	16
230, 330, 430	.8733	3
201, 301, 401	.8555	3
202, 302, 402	.7477	3
215, 315, 319, 415, 419	.8443	5
231, 331, 431	.8279	3
214, 314, 414	.9171	3
222-229, 232, 322-329, 332 422-429, 432	1.1805	17
221, 321, 421	1.1562	3
233, 333, 433	1.1775	3
218, 220, 318, 320, 418, 420	1.0505	6
234, 334, 434	1.3880	3
211, 311, 411	1.3894	$\frac{3}{101}$

The foregoing Percentage Obligation for the Common Expenses has been determined by taking the approximate square footage of each Unit to the total square footage of all Units in the Condominium Property. The approximate square footage of each Unit has been adjusted to that each type of Unit will have the same Percentage obligation for the Common Expenses, even though specific Units within each classification may have slightly different sizes.

Exhibit D, to the  
Declaration

ARTICLES OF INCORPORATION  
OF

HARBOR HOMEOWNERS ASSOCIATION, INC.

Articles of Incorporation of HARBOR HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 12, Sections 201-269 and conforming to Title 9, Sections 1121.101 et seq., Laws of the State of Louisiana, ("the Act") under the following terms. All terms used herein shall have the same meaning and definitions contained in the Act and the Declaration.

ARTICLE 1

NAME

1.1 The name of the Corporation shall be HARBOR HOMEOWNERS ASSOCIATION, INC.. hereinafter, for convenience referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Title 9, Sections 1121.101 et seq., Laws of the State of Louisiana, hereinafter referred to as "the Act", for the operation and administration of Harborview Condominiums, a Condominium Regime created by Declaration of Condominium ("the Declaration") dated April 4, 1983, recorded in Orleans Parish, Louisiana and located on all or part of the immovable property described hereinafter located in Orleans Parish, Louisiana:

THAT CERTAIN PIECE OR 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 Hazour Tract, according to surveys of Adloe Orr, Jr. & Associates, C.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.

All terms used herein shall have the same meaning as defined in the Articles and in the Declaration.

### ARTICLE 3

#### DOMICILE

3.1 The domicile of this corporation shall be Orleans Parish, State of Louisiana, and the location and the post office address of its registered office shall be 500 Lake Marina Drive, New Orleans, Louisiana.

EXHIBIT "G"  
TO CONDOMINIUM  
DECLARATION

HARBOR RULES AND REGULATIONS FOR  
HOMEOWNERS ASSOCIATION, INC.

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each Unit shall generally be used as a residence for a single-family, its servants and guests. No portion or all of any Unit may be used as a professional office whether or not accessory to a residential use, except with the express written consent of all the Unit Owners and the Board of Directors of the Association.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Condominium Declaration.
3. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on that portion of the Property insured by the Association, without the prior written consent of the Board of Directors of the Association. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of any such insurance, or which would be in violation of any law. No waste shall be permitted in the Common Elements except where provision is made.
4. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners at the time of purchase of their Units, not to exceed two (2) per Unit without the approval of the Board of Directors, may be kept in the Units, subject to the rules and regulations adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Elements unless on a leash.
5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in his individual units by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

6. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of any Unit or which would structurally change any of the Units.

7. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property except with the consent of all the Unit Owners and the Board of Directors of the Association nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Developer and the Board of Directors or its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet. (1' x 2').

9. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors.

10. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or balconies thereof, any dirt or other substance.

11. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

12. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

13. Any Unit Owner wishing to plant flowers, trees or shrubs within the Common Elements must obtain written permission from the Board of Directors before doing so.

14. Complaints regarding the management of the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board of Directors.



STATE OF LOUISIANA

PARISH OF ORLEANS

CONDOMINIUM DECLARATION  
CREATING AND ESTABLISHING  
CONDOMINIUM PROPERTY REGIME  
OF "HARBORVIEW CONDOMINIUMS"

JOHN C. YEMEOS - 1977-A, a Louisiana Partnership in Commendan with its principal place of business in Metairie, Louisiana, Parish of Jefferson, Louisiana, and (hereinafter referred to as the "Declarant") pursuant to the provisions of the Louisiana Condominium Act LSA-R.S. 9:1121.101 et seq. (the "Act") for the purpose of submitting the hereinafter described interest in a parcel of improved immovable property to a Condominium Property Regime, do hereby declare as follows:

WHEREAS, Declarant is the owner of a certain parcel of improved immovable property located in Orleans Parish, Louisiana, which Declarant intends to hereby submit to a Condominium Property Regime, said real property being more particularly described on Exhibit "A", attached hereto, and the improvements thereon being submitted herewith consisting of one (1) four (4) story structure enclosing a central rectangular shaped courtyard. This group of buildings includes dwelling units, swimming pool, and other related appurtenant structures, (hereinafter called the "Improvements" or "Units") and is more particularly shown and described on the Building Plans attached hereto as Exhibit "B" and

WHEREAS, Declarant desires, by recording this Declaration to establish a Condominium Regime known as Harborview Condominiums under the provisions of the Act;

NOW, THEREFORE, Declarant does hereby submit the Immoveable Property and Improvements thereon (the "Property") to this Declaration and does hereby establish Harborview Condominiums as a condominium regime under the Act. The immovable property submitted herewith shall hereinafter be subject to the provisions of the Act and this Declaration and to the Condominium Bylaws of Harbor Homeowners Association, Inc. hereinafter described.

Declarant does hereby further declare as follows:

Lynn R. Mitchell 2535 Claiborne Street  
a.i.a. architect Mandeville, La. 70448  
504 626 7779

14 April 1983

Mr. James A. Mounger  
Boles and Mounger  
2414 Canal Street  
Suite 308  
New Orleans, La. 70119

Subject: Condominium Conversion  
Harborview Condominium  
500 Lake Marina Drive  
New Orleans, La.

Dear Mr. Mounger:

At the owner's request, I have observed the subject project numerous times during the past month, and have coordinated several maintenance and upgrade programs at the project during that time.

The project is now a four-story apartment complex with parking occupying the majority of the ground floor, 33 apartments on the second floor, and 34 apartments on each of the two remaining floors, which, according to the documents of the original construction, was built approximately nine years ago.

The parking area is a ground supported concrete slab, which exhibits some expected settlement and displacement. The worst deformed areas of this slab are presently being removed and replaced.

The second floor is of pre-stressed concrete construction, utilizing double tee concrete sections, concrete beams and columns. A leveling slab was placed over the double tees. The courtyard areas have a membrane between the double tees and the exposed aggregate finish slab, which shows signs of local failure. A series of metal "gutters" at the double tee joints in the garage have been used to stop water from leaking down onto the parked cars and appears to be relatively successful. Following the cleaning of the aggregate, a sealant will be applied which should further help the leaking problem.

Lynn R. Mitchell  
a.i.a. architect

Harborview Condominium  
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There is a great deal of evidence that the swimming pool located in the second level courtyard, has leaked into the level below for a long period of time. The pool has been drained, and construction has commenced, which I am informed, will consist of installing a fiberglass liner, new fiberglass skimmers, and re-hab work which, I am advised, is guaranteed for ten years against leaking.

The upper levels are constructed with wood stud bearing walls, wood joists, plywood sheathing, and a light-weight concrete topping. Numerous small cracks were observed in the balcony around the courtyard and the stairs, possibly caused by deflection, however no signs of structural failure were observed. Several of the balconies at the perimeter had showed deteriorated wood, however they have been refurbished with deteriorated material replaced and steps taken to avoid future deterioration.

The entire exterior is now undergoing a program of replacing, repairing, and/or securing. The entire exterior has been pressure cleaned, and a solid stain and paint are being applied to further protect and enhance the project.

The roof is flat with a gravel surface, built-up membrane roofing. The roof was observed shortly after a rain and three areas of minor ponding were observed. With those exceptions the roof drained well. Several small areas of the roof showed signs of deterioration, mainly those where the gravel had been removed. I have been advised that upgrading to the roof will begin this week.

Approximately 80% of the A/C compressors on the roof appear to be original equipment, with refrigerant line insulation deteriorated. The overhaul of all units has begun and will be substantially complete shortly.

Not all rental unit interiors were observe due to occupancy. The following is noted:

Lynn R. Mitchell  
a.i.a. architect

Harborview Condominium  
page 3

The units showed the expected wear and tear to finishes, and fixtures expected of an apartment of their age, with normal maintenance. The plumbing fixtures and appliances are generally observed to be original of a quality standard for their time. Several tubs and lavatories have chips on their porcelain finish and should be inspected and repaired. I have been advised that an up-grade program of new carpet and painting will accompany the sales.

The project is all electric and appears to have been properly installed and maintained.

Water supply to each unit runs along the underside of the balconies and causes a continual problem of condensation dripping thru the soffits. These water lines should be insulated.

In addition to the above, the following up-grade programs are now (or about) underway: the cabana near the pool is being remodeled; the laundry rooms are being cleaned and refinished; carpet in the corridors is being replaced; a security system is being installed; mailboxes are to be relocated into the lobby; planting in the courtyard is replaced; new courtyard furnishings; elevator refurbished; the entry and lobby are being remodeled; entry canopy is being replaced; parking areas are being cleaned, painted and restripped; the parking area is being fenced for added security; and the entire exterior painted or stained.

I hereby certify that the above are my personnel observations of the subject project.

  
Lynn R. Mitchell AIA  
Architect

Lynn R. Mitchell  
a.i.a. architect

Harborview Condominium  
page 3

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