

HARBOR HOMEOWNERS' ASSOCIATION, INC.

BYLAWS

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HARBOR HOMEOWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE 1

PREAMBLE

Section 1.1 Definitions. "Declaration" means the Declaration of Condominium of Harborview Condominiums establishing a condominium property regime dated April 4, 1983, duly recorded in Orleans Parish, Louisiana. The "Association" means Harbor Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Louisiana Condominium Act (R.S. 9:1121.101.) The other terms used herein shall have the same meanings and definitions as set forth in the Declaration, the Act, and the articles of formation of the Association.

Section 1.2 Applicability. These Bylaws provide for the governance of the Property pursuant to the requirements of the Act, the Property, located in Orleans Parish, Louisiana, and more particularly, as described in the Declaration. In the event that any portion of these bylaws conflict with corresponding content areas of the Declaration or of the Act, these bylaws supercede and nullify the portion of the Declaration or of the Act that are in conflict with these bylaws.

Section 1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

Section 1.4 Office. The offices of the Property, the Association, and the Board of Directors shall be located at the Property

ARTICLE 2

Unit Owners Association

Section 2.1 Composition. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. For all purposes the Association shall act merely as an agent for the Unit Owners as a group. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting assessments and charges, arranging for the management of the Property and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the members of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 3 of these Bylaws.

Section 2.2a Annual Meetings. The annual meetings of the Association shall be held each year within thirty (30) days before or after the beginning of the fiscal year.

Section 2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such designated by the Board of Directors.

Section 2.4 Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors, or upon need for a vote of approval from Homeowners, or upon a petition signed and presented to the Secretary by Unit Owners of not less than thirty (30%) percent of the aggregate Percentage Interests. The notice of any special meeting of the association and the agenda shall be posted in a prominent place and shall state the time, place and purpose thereof. Notice of special meetings will be mailed to non-resident owners. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5 Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Association at least

twenty-one (21) but not more than thirty (30) days, and of each special meeting of the Unit Owners at least ten (10) but not more than thirty (30) days, prior to such meeting stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Special or annual meetings of the Association for which the agenda contains a budget item requiring a vote of approval from homeowners must be posted no less than 10 days before the meeting. Any items pertaining to the budget requiring a vote for approval from unit owners must be announced in the posted and mailed notice of the meeting. Homeowners may submit, to the Board of Directors, a written request for items to be added to the meeting agenda. A list of agenda items proposed by homeowners will be posted not less than 3 days prior to the annual or special meeting.

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) Approval of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Directors.
- (f) Reports of committees.
- (g) Approval of Budget
- (h) Election or appointment of inspectors of election (when so required).
- (i) Election of members of the Board of Directors (when so required).
- (j) Election of election committee when so required
- (k) Unfinished business.
- (l) 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.

Section 2.9 Voting.

(a) Each unit shall have one full vote except when voting for election of the members of the Board of Directors, approval of special assessments and for votes of approval of individual expenditures greater than \$5,000. (Section 2.9b) Votes will be cast by the unit owner or by the owner's designated proxy. 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 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.

(b) Voting to elect or remove members of the Board of Directors, to approve special assessments, and to approve individual expenditures of greater than \$5,000 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.

(c) Except where designated in these Bylaws (Section 2.9b), a vote of approval by the owners of more than fifty (50%) percent of unit owners represented at a meeting at which a quorum is present is required to adopt decisions at any meeting of the Association with each unit having one full vote

(d) 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 is more than 90 days late in payment of condominium dues or more than 90 days late in payment of fines or special assessments.

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, or a Mortgagee 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 thirty-three (33%) percent or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Association. If there is no quorum at the annual meeting, the items requiring a vote will be posted within 1 week for review by homeowners. With this list will be posted a date for a meeting at which these items will be voted upon by Harborview homeowners present at the meeting, with or without a quorum.

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 seven (7) persons, all of whom shall be Unit Owners or spouses of Unit Owners, or Mortgagees, 4 of whom shall be owner-residents of Harborview (or designees of Mortgagees)

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 prohibited by the Act, the Declaration or by these Bylaws required to be exercised and done by the Association.

(b) In addition to the duties imposed by these Bylaws or 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) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall prepare a proposed 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. Within 7 days of the annual meeting, the Board of Directors

shall prepare an annual line-item budget that includes the projected income and expenses from the previous year's budget, the actual income and expenses for the previous year, and the projected income and expenses for the current year, in which there shall be established the assessments of each unit Owner for the Common Expenses.

(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 seven (7) days before the annual meeting, 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 Owner's assessment for the Common Expenses of the Association. Budgeted assessments and common expenses must be approved by not less than 50 % of the unit owners present at the annual meeting. The budget must clearly state any proposed changes in annual assessment for common expenses as well as any proposed special assessments. In addition to being clearly presented in the circulated budget, any changes in annual or special assessments must be verbally presented. Special assessments must be approved by not less than 50% aggregate percentage of unit owners present at the annual meeting. Increases in annual assessments that result in an increase of greater than 12% of the annual assessment three years prior to the current fiscal year must be approved by not less than 50% of unit owners present at the annual meeting, with each unit having one full vote. The Board of Directors shall notify the election committee in advance of the meeting if special assessments or expenditures greater than \$5,000 are proposed, to allow preparation for a vote based on aggregate percentage (Section 2.9b). Increases of 12% or less in annual assessments can be levied without approval by unit owner vote, however, unapproved annual assessment increases shall not result in an increase of greater than 12% of the annual assessment three years prior to the current fiscal year

(2) The Board of Directors shall ensure that

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 each 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. A minimum of 70% of all funds must be placed in no-risk interest bearing accounts or in checking accounts.

(6) Make and amend the Rules and Regulations. Any new rules or amendments to existing rules and regulations must be approved by a majority of unit owners present at a special meeting of the association or annual meeting of the association as required in section 7.1.

(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. The Board of Directors 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

(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 and provided for in the approved budget

(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 which 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.

(18) The board of directors shall appoint a rules and regulations committee, a covenants committee and a bylaws committee (Article 7). These committees will be appointed at each annual meeting, following a call for volunteers. The board of directors is not obligated to appoint all volunteers to a committee, but shall select from among the volunteers.

Section 3.3 Election and Term of Office.

(a) The members of the Board of Directors at the time of the bylaws revision shall serve the remainder of their three year term. All members of the Board of directors elected subsequent to the Bylaws revision (2002) shall serve two year terms. A member of the Board of Directors may not serve more than two consecutive full terms, or not more than 4 and one half years if elected mid-year to replace a Board member who has resigned or been removed. A unit owner can be elected for more than two full terms provided that additional terms are not served consecutively. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

(b) All elections for the Board of Directors shall be

conducted by the election committee.

(b) (c) 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 election committee (Section 7.4) at least thirty (30) days before the meeting at which the election is to be held, or by the date announced by the election committee, 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 nominee shall submit a letter of acceptance of the nomination along with a typed statement briefly describing their interest in and qualifications for serving on the Board of Directors. This statement will be circulated to the unit owners along with the ballot for the election. The deadline for receipt of these statements will be determined by the election committee 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

Section 3.4

(a) Removal or Resignation of Members of the Board of Directors.

any one or more of the members of the Board of Directors may be removed with or without cause by a Majority vote of Unit Owners on a percentage of ownership basis and a successor may 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. A member of the Board of Directors will be removed if he/she is more than 90 days delinquent in condominium dues, fines, or special assessment fees

(b) A member of the Board of Directors that is absent for 2

or more meetings of the Board may be removed by majority vote of the remaining members of the Board of Directors.

Section 3.5 Vacancies.

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

Section 3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time as determined by a majority of the directors, but such meetings shall be held at least once every four (4) months during each fiscal year with a quorum present at the meeting. Regular meetings of the Board of Directors shall be held in the Harborview office suite. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telephone, at least five (5) business days prior to the day named for such meeting. Notice of and agendas for Regular Meetings must be posted in a prominent place no less than 4 days prior to the meeting. Unit owners may submit agenda items for the regular meetings no less than 48 hours before the meeting. All requests for added agenda items must be signed. The Board of Directors must provide a written response to each requested agenda item within 21 days. Minutes from regular meetings shall be made available within 21 days to unit owners upon written request to the property manager. Any items pertaining to the budget that require a vote for approval from unit owners must be announced and posted as a notice of a special meeting of the Association (Section 2.5).

Section 3.8 Special Meetings. Special meetings of the Board of Directors may be called by the President with three (3) business days notice to each director, given by mail or telephone, 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. Special meetings of the Board of Directors shall be held in the Harborview office suite. Notice of and agendas for Special Meetings must be posted in a prominent place no less than 3 days prior to the meeting.

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.

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.

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: (1) 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 Board of Directors meeting may be taken without a meeting if all of the members of the Board of Directors 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 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, 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 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

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 in which any of the directors of the Unit Owners Association are directors or officers or are pecuniarily or otherwise 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.

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. Only the 7 members of the Board of Directors elected by the Association qualify to hold positions of principal and assistant officers.

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 from office, 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; reside 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 oversee preparation of the minutes of all meetings of the Association and of the Board of Directors. All minutes shall be kept on file in the Harborview office as a permanent record of the proceedings of Harbor Homeowner's Association. The Secretary shall 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 Common Expenses and Assessments Against Unit Owners.

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

Adherence to Budget.

The Board of Directors shall adhere to the budget as prepared and approved according to Section 3.2c (1) in the bylaws. Any expenditure that exceeds 20% of the corresponding line-item amount in the budget must be approved at a special meeting of the Association by a majority vote of unit owners present at the special meeting, with each unit having one full vote. The total of all line-item over-expenditures must not exceed 15% of the total budget without a vote of approval from homeowners. Any non-emergency expenditures greater than \$3,000 not included in the approved budget must be approved by a majority vote of unit owners present at a special meeting of the Association, with each unit having one full vote. Total non-budgeted non-emergency expenditures must not exceed \$6,000 per fiscal year. Non-emergency expenditures are those expenditures that are not required to maintain or regain the functional integrity of the building. Non-emergency expenditures must be reported at the next annual meeting.

(c) Assessment and Payment of Common Expenses. the total amount of the estimated funds required for the operation of the Property set forth in the budget approved by unit owners at the annual meeting and adopted by the Board of Directors shall be assessed against each Unit Owner in

proportion to his respective Percentage Interest and shall be a lien against each Unit Owner's Unit if more than 90 days late. On 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 Harbor Homeowners Association one-twelfth (1/12) of such assessment. Within twenty(20) 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

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements

(e) 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. If an annual budget has not been prepared and approved, expenditures will only be allowed for standing expenses such as insurance, salaries, water, pool maintenance, phone, and electricity.

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 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.

ARTICLE 7

Committees

Section 7.1 Rules and Regulations
Committee The Board of Directors will appoint a Rules and

Regulations Committee. The Rules and Regulations Committee will create the rules and regulations pertaining to activity in common areas, to exterior appearance of the building and to noise. The Rules and Regulations committee will create a system for submission of complaints of infractions of the rules, investigation of such complaints, and enforcement of the rules and regulations. Unit owners will be responsible for adherence to rules and regulations and for adherence to rules and regulations by their family, guests, and tenants and will be responsible for fines imposed by the Rules and regulations committee when violations are committed. Amendments to the rules and regulations must be approved by a majority vote by those unit owners present at the annual meeting, with each unit owner present having one full vote. Proposed amendments to the rules and regulations must be circulated to all unit owners by mail not less than 21 days prior to the annual meeting. Unit owners will be informed of adoption of amendments to the rules and regulations by mail within 45 days of adoption. The Rules and Regulations committee will create rules and regulations pertaining to violence or harassment by a unit owner, tenant or guest committed against another unit owner, tenant or guest. Enforcement of the rules and regulations pertaining to violence or to damage or destruction of property including graffiti will be punishable to the full extent allowed by law, including temporary or permanent removal from the Harborview property.

Section 7.2 Covenants Committee The Board of Directors will appoint a Covenants Committee as needed. The Covenants Committee responsible for providing for visual harmony and soundness of repair, furthering the comfort of the Unit Owners and their invitees, and promoting the general welfare of the condominium community. 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 by the Board of Directors.

7.3 Bylaws Committee The Bylaws Committee will be appointed by the Board of Directors. Amendments to the bylaws may be proposed at the annual meeting by the Bylaws committee, by the Board of Directors or by unit owners. All proposed changes must be accepted by majority vote of those unit owners present at the annual meeting with each unit owner having one full vote. Proposed changes to the bylaws must then be

formally prepared by the bylaws committee and be circulated to all unit owners for a vote for adoption of the proposed bylaw change, Each unit owner will have one full vote. Adoption of the proposed bylaw change(s) shall require a vote of approval from greater than 50% of homeowners.

7.4 Election Committee The committee is to be composed of 7 unit owners who are elected by a write-in ballot at each annual meeting. Nominations for members of the election committee will come from the floor at the annual meeting. Names of all nominees will appear on a ballot. The unit owners in attendance at the annual meeting will vote to approve or reject each nominee. A nominee must have approval from a majority (>50%) of unit owners in attendance at the annual meeting to serve on the committee. If more than 7 nominees receive >50% approval, the seven with the highest percent approval will serve on the committee. Along with voting to accept or reject nominees, the unit owners will cast a vote for chairman of the election committee. The chairman of the committee is required to have served on the committee in the past. Ballots will be counted by two members of the Board of Directors, one of which will be the President, together with two members of the outgoing election committee, one of which will be the election committee chairman. Terms for members and chairman of the election committee will be two years. The committee will conduct all elections for members of the Board of Directors and all vote counting for issues requiring a vote from unit owners as required in the bylaws. The election committee shall code the ballots for the election of members of the board of directors to protect voter identity.

7.5 Enforcement Committee: The enforcement committee shall be appointed by the Board of Directors as needed. The purpose of the committee shall be to receive complaints and address violations of the Rules and Regulations of Harborview Homeowners Association. When the committee learns of a potential violation, it is to provide written notice to the homeowner(s) who might be in violation. The written notice shall be dated and signed by any two members of the committee, and shall include a description of the violation and the applicable rule or regulation broken. The homeowner(s) notified shall then have thirty (30) days to bring their unit into compliance with the rules and regulations or provide the committee with a written, signed and dated response to the alleged violation. If the problem cannot be resolved by the committee within sixty (60) days of the notice of the violation to the homeowner(s), then the committee shall provide the information to the Board of Directors. The Board shall then have fifteen (15) days to investigate and resolve

the dispute by a majority vote of its members. Should the dispute not be resolved, the Board of Directors shall turn the matter over to legal representation on behalf of the Association. In this case, the homeowner(s) will be responsible for all attorney fees and costs to the Association should the homeowner(s) lose the dispute after legal proceedings have commenced.

ARTICLE 8

Miscellaneous

Section 8.1 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 (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.

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 herein 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 of _____, 19____.

HARBOR HOMEOWNERS ASSOCIATION, INC.

By:

Officer:

the

EXHIBIT "F" to

Declaration

HARBORVIEW CONDOMINIUMS
SCHEDULE OF PERCENTAGE INTEREST
IN COMMON ELEMENTS

Unit of	Unit No.	Unit Description	Square Footage	Percentage Undivided Interest
	203-210, 212, 213, 216, 217	1 BR. 676.5	.8223	
	303-310, 312, 313, 316, 317,			
	403-410, 412, 413, 416, 417			
	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 968.89	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 "G"

HARBOR 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.

Lynn R. Mitchell 2535 Claiborne St.
a.i.a architect 504 626 7779

Mande

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, Louisiana

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.

Mitchell
architect

Lynn R.
a.i.a

Harborview Condominium
page 2

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 lightweight 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 not 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 observed due to occupancy. The following is noted:

Mitchell

Lynn R.

architect

a.i.a

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 upgrade 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 through the soffits. These water lines should be insulated.

In addition to the above, the following upgrade 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 courtyards 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 restriped; the parking area is being fenced for additional security; and the entire exterior painted or stained.

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

Lynn R. Mitchell AIA
Architect

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 amended 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 5, 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:

HARBOR HOMEOWNERS ASSOCIATION,

INC.

BY: _____

NOTARY PUBLIC

RECEIPT FOR FILING

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

Received By: _____

Notary Public who passed

act: _____

Instrument filed: Act of Correction to

Articles of Incorporation

Harbor Homeowners Association, Inc.

Registered in
Conveyance Office

Recorded in the
Mortgage Office

Book _____ Folio _____

Book 2494, Folio

583

New Orleans,

Louisiana

New

Orleans,

Louisiana

Date: _____

By: _____

Time: _____

ACT OF NOTARIAL CORRECTION * UNITED STATES OF
 AMERICA
 TO ARTICLES OF INCORPORATION * STATE OF LOUISIANA
 OF HARBOR HOMEOWNERS ASSOCIATION, * PARISH OF ORLEANS
 INC. *
 * * * * *

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