

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 on April 4, 1983. The "Act" means the 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 described in the Declaration, has been submitted to the provisions of the Act by recordation of the Declaration in the conveyance records of Orleans Parish, Louisiana.

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 or at such other place as may be designated from time to time by the Board of Directors.

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 2.2 Annual Meetings. The annual meetings of the Association shall be held each year within thirty (30) days before the beginning of the fiscal year. At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.4 of these Bylaws. So long as the Declarant shall own Units representing more than twenty-five (25%) percent of the aggregate Percentage Interests (but in no event after → December 31, 1983), the Declarant shall be entitled to designate the members of the Board of Directors.

Section 2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be 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 a petition signed and presented to the Secretary by Unit Owners of not less than fifty (50%) percent of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than the earlier of (i) the day acts of transfer of Units representing fifty (50%) percent or more of the aggregate Percentage Interests shall have been delivered to Unit Owners by the Declarant, or (ii) December 31, 1983, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors to act in the place and stead of those resigning.

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 seven (7) 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 and Section 11.1 of the Bylaws shall be considered service of notice.

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 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) 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: (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 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.

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:



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 "G"  
TO CONDOMINIUM  
DECLARATION

RULES AND REGULATIONS FOR  
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 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  
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 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

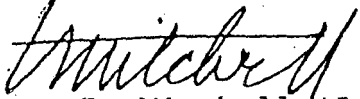
The units showed the expected wear and tear to finishes, and fixtures expected of an apartment of their age, with normal maintenance. The plumbing fixtures and appliances are generally observed to be original of a quality standard for their time. Several tubs and lavatories have chips on their porcelain 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 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 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

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 not withstanding". 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

Chie K. Dr.

HARBOR HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]

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

RECEIPT FOR FILING

WTS

NAT G. KIEFER, JR.

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

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

TELEPHONE: 525-9386

*James A. Manger*

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

Document filed: *Act of Correction to*

*Articles of Incorporation*

*HARBOR HOMEOWNERS Assn. Inc.*

FILED  
CUSTOMER SERVICE  
NOTARIAL RECORDS  
PARISH OF ORLEANS

JUN 12 1985

604937

Recorded in  
Mortgage Office

Recorded in the  
Mortgage Office

\_\_\_\_\_, Folio \_\_\_\_\_

Book 2494, Folio 583

\_\_\_\_\_, Louisiana

New Orleans, Louisiana

\_\_\_\_\_

Date: 6/12/85

Time: 12:55



ACT OF NOTARIAL CORRECTION	*	UNITED STATES OF AMERICA
TO ARTICLES OF INCORPORATION	*	STATE OF LOUISIANA
OF HARBOR HOMEOWNERS ASSOCIATION, INC.	*	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*  
 \_\_\_\_\_  
 CYNTHIA J. HEBERT  
 NOTARY PUBLIC