

STATE OF LOUISIANA

PARISH OF ORLEANS

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

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

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

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

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

Declarant does hereby further declare as follows:

ARTICLE I.

NAME: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Plat of Survey

Exhibit B - Legal Description

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

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

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

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

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

Exhibit H - Proposed Operating Budget.

Exhibit I - Architect Opinion.

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

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

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

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

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

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

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

ARTICLE II.

USE OF COMMON ELEMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III.

PHYSICAL MANAGEMENT

1. Management and Common Expenses. The Unit Owners, acting by and through the Board of Directors of the Association, shall manage, operate and maintain the Property and, for the benefit of the Units and the Unit Owners, shall enforce the provisions hereof and shall pay out of the Common Expense Fund herein elsewhere provided for, the cost of managing, operating and maintaining the Property, including, without limitation, the following:

(a) The cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the Units;

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

(c) The cost of the services of a person or firm to manage the Property to the extent deemed advisable by the Board of Directors of the Association consistent with the provisions of this Condominium Declaration, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Property;

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

(e) The cost of repairs, maintenance, service and replacement of the Common Elements of the Property, including, without limitation, the cost of all roof repair and the cost of painting, maintaining, replacing, repairing and landscaping the Common Elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, provided, however, that nothing herein contained shall require the Association to repair or replace, the interior of any Unit or any fixtures, appliances, equipment or the like located therein;

(f) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Property; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular Unit or Units the cost thereof shall be specially assessed to the Owner or Owners thereof in the manner provided in this Article;

(g) The cost of the replacement or repair of any Unit or a portion thereof, in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Property or as otherwise in the interest of the general welfare of all of the Unit Owners; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property no such replacement or repair shall be undertaken without a resolution by the Board of Directors of the Association and not without reasonable written notice to the owner of the Unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the Unit for which such maintenance or repair is performed, and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said Unit at which time the assessment shall become due and payable and a continuing obligation of said Unit Owner in all respects as provided in Article IX of this Declaration.

2. Management Agent. The Association may by contract in writing delegate any of its ministerial duties, powers or functions to a management agent. The Association and its Board of Directors shall not be liable for any omission or improper exercise by the management agent of any such duty, power or function so delegated.

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

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

ARTICLE IV.

UNITS SHALL BE CONSTITUTED AS FOLLOWS:

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

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

3. The Units.

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

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

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

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

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

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

4. Common Elements.

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

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

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

(3) All equipment used in common;

(4) Swimming pool;

(5) Walkways;

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

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

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

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

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

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

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

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

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

(b) Servitudes for the benefit of the Unit;

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

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

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

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

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

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

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

ARTICLE V.

USE RESTRICTIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI.

ADMINISTRATION

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

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

INSURANCE

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

1. Authority to Purchase: All casualty and public liability insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear and shall provide for the issuance of certificates of insurance endorsements to the holders of mortgages on the Units or any of them, and shall provide that the insurer waives its rights of subrogation as to any claims against individual Unit Owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association.

2. Unit Owners: Each Unit Owner may obtain insurance, at his own expense, affording additional coverage upon his Condominium Parcel and upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in subsection 1. Unit Owners shall be required to file copies of any such individual Unit Owners policies with the Association within thirty (30) days following purchase of any such policy.

3. Coverage:

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

(i) Loss of damage by fire and other hazards covered by the standard extended coverage endorsements which policy shall include all interior walls, floors, fixtures or equipment located therein.

(ii) Such other risks as from time to time customarily shall be covered with respect to properties similar in construction, location and use as the Property, including, but not limited to, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damages.

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

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

(c) Workmen's Compensation and employers liability insurance sufficient to meet the requirements of law, providing coverage for all paid or unpaid employees of the Owners' Association which must also include subcontractors or other firms who provide personnel to work on or in the project, unless acceptable evidence of current coverage is provided by the subcontractor or firm.

(d) Casualty insurance coverage of Units by the Association shall include to the extent obtainable;

(i) Endorsements insuring all air conditioning-heating equipment and other service machinery, covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to full replacement value, without deduction for depreciation; each of such policies shall contain a Louisiana Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors, hereinafter set forth;

(ii) Glass insurance;

(iii) Water damage insurance; and

(iv) Such other insurance as the Board of Directors may determine.

(e) Director's and Officer's Liability Insurance to protect volunteers in the operation of the Association should be obtained, if available;

(f) Flood insurance must be provided if flood insurance is available under the National Flood Insurance Program (NFP) and if the property is in a designated special flood hazard area.

The flood insurance shall be in the form of the standard policy issued by members of the National Flood Insurers Association or a policy which meets the criteria set forth in the Guidelines published by the Flood Insurance Administration. The minimum amount of flood insurance shall be in an amount as is determined reasonable and sufficient by the Association.

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

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

4. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the individual Unit Owners as a Common Expense, in the percentages set forth in Exhibit "C" hereof.

5. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, as a trustee for the owners of the Units, or its authorized representative, including any trustee with which the Board of Directors of the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors of the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while a hazard is increased in the Building, whether or not in the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any Unit, or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Units.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Board of Directors, the owner of any Unit and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) All policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to the named mortgagees shall be payable to an insurance trustee designated for that purpose, or to the association, in the manner set forth elsewhere in Section 6 of this Article. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid. Except in the event of a decision not to rebuild the casualty damage in accordance with Section 3 of Article VIII, the insurance proceeds shall be disbursed first for the complete repair or restoration of the damaged common elements and units.

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

All policies of property insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirements of law.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIRS

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

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

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

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

ARTICLE IX.

ASSESSMENTS

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

1. Percentile Share of Common Expenses: Each unit Owner including the Declarant and his Vendees and assigns shall be personally liable for his percentage share of the Common Expenses and Special Assessments and any Common Surplus shall be owned by each Unit Owner in a like share. Co-owners shall be liable in solido. The amount of the percentage share of Common Expense Assessments appurtenant to each Unit has been determined in the same manner as the manner of determination of the percentages of common element ownership appurtenant to each Unit in Article II, Section 7(b) hereof.

2. Accounts. All sums collected by the Association from Assessments (for Common Expenses or otherwise) may be comingled in a single fund but they shall be held for the Unit Owners in the respective shares in which they are paid and shall be credited in individual accounts. Such accounts shall be established and maintained as required by the Association.

3. Assessments for Common Expenses: Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding that year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expense assessments are required for the proper management, maintenance, and operation of the Property. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, in advance, on the first day of each month, beginning with January

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

4. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purposes the Board of Directors or Association may consider appropriate; provided, however, that any such special assessment shall have the assent of the Unit Owners representing two-thirds (2/3) of the total votes of the Association.

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

6. Assessment Roll. The assessment against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection at all reasonable times by the Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of the assessments paid and unpaid.

7. Liability for Assessments. Liability for Common Expense assessments may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit to which the assessments are made. A purchaser of a Unit, at a judicial or foreclosure sale shall be liable only for assessments coming due after such sale and for that portion of delinquent assessments reassessed to the Owners of Units after the date of any such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

8. Lien for Delinquent Common or Special Expenses.

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

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

(b) The lien provided for in Subsection (a) shall be ranked in accordance with Section 1123:15(c) of the Act.

9. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levy pursuant to the Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

10. Collections:

(a) Delinquent Date; Interest; Application of Payments: Assessments or installments thereof (other than assessments for emergencies which cannot be paid from the Common Expense Account) must be paid within ten (10) days after the date when due and become immediately delinquent thereafter. Assessments for emergencies must be paid within thirty (30) days after the date when due. All assessments not paid within the prescribed ten (10) or thirty (30) day periods, whichever is applicable, shall bear a penalty of a service charge of Twenty-five Dollars (\$25.00) plus one percent (1.00%) of the amount unpaid per month. All penalties so collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding all assessments plus penalties which are delinquent at the same time of judgment or decree together with interest thereon at the maximum rate allowed by law, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

11. Additional Rights of Mortgagees - Notice. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of a mortgage which has given the Association notice of its mortgage on the Unit which is the subject matter of such suit or proceeding.

ARTICLE X.

COMPLIANCE AND DEFAULT:

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Declaration and all exhibits thereto, and as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

(a) Legal Proceedings: Failure to comply with any of the terms of the Condominium Declaration and Exhibits thereto shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of his invitees, employees, agents, or lessees, as determined by the Board of Directors of the Association within its discretion, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

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

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

ARTICLE XI.

AMENDMENT

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

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

ARTICLE XII.

TERMINATION

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

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

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

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

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

ARTICLE XIII.

REAL RIGHTS

All provisions of this Condominium Declaration shall be construed to be real running with the land and with every part thereof and interest therein including, but not limited to, every Condominium Parcel and the appurtenances thereto; and every Unit Owner, and claimant of the Property, or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Condominium Declaration.

ARTICLE XIV.

SEVERABILITY

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

ARTICLE XV.

CONDEMNATION

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through its Board of Directors. In the event of a partial taking, the award therefore shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by a particular Unit, which shall be payable to the Owner of such Units or their mortgagees, as their interests may appear. Where, as a result of a partial taking, if any Unit is decreased in size or where the number of Units is decreased by a partial taking, the Board of Directors of the Condominium Association shall make such provision for realignment of the percentage interest in the Common Elements, percentage obligations for payment of Common Expenses and percentage voting rights as shall be just and equitable. In the case of a total taking of all Units and the Common Elements, the entire award attributable to the Building shall be payable to the Board of Directors of the Condominium Association to be distributed to the Unit Owners or their mortgagees, as their interest may appear, in accordance with their respective percentage interest in the Common Elements.

ARTICLE XVI.

EXPANDABLE CONDOMINIUM

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

- (1) The consent of Unit Owners of the Property shall not be required for such expansion and the Declarant may proceed with such expansion at its sole option;
- (2) This option to expand the condominium project shall expire seven (7) years after the filing of the Condominium Declaration; however, the Declarant may at any time prior to the expiration of such period terminate its option to expand by recording among the conveyance records wherein this Declaration is recorded an executed and notarized document terminating this option;
- (3) The metes and bounds of that property which may be added to this condominium are set forth on Exhibit "H" hereof, and hereafter referred to as "Additional Land";

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

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

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

ARTICLE XVII.

CAPTIONS

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

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

The Declarant has executed this Condominium Declaration this 4th day of April, 1983.

WITNESSES:

Kathleen B. Winkler
Susan R. Wallace

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

BY: John C. Yemelos
GENERAL PARTNER

Notary Public
NOTARY PUBLIC

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 "B"

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

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

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

EXHIBIT "C" to the
Declaration

HARBORVIEW CONDOMINIUMS
SCHEDULE OF PERCENTAGE OBLIGATION
FOR COMMON ELEMENTS

Unit No.	Percentage Obligation	
203-210, 212, 213, 216, 217 303-310, 312, 313, 316, 317 403-410, 412, 413, 416, 417	.8223	16
230, 330, 430	.8733	3
201, 301, 401	.8555	3
202, 302, 402	.7477	3
215, 315, 319, 415, 419	.8443	5
231, 331, 431	.8279	3
214, 314, 414	.9171	3
222-229, 232, 322-329, 332 422-429, 432	1.1805	7
221, 321, 421	1.1562	3
233, 333, 433	1.1775	3
218, 220, 318, 320, 418, 420	1.0505	6
234, 334, 434	1.3880	3
211, 311, 411	1.3894	3
		<u>151</u>

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