

AVANT GARDE HOMEOWNERS' ASSOCIATION
250 AVANT GARDE CIRCLE
KENNER, LA 70065

BY LAW CHANGES (ADDENDUM)

The following By-Law changes have been approved and passed:

Article 4. Responsibility. " If the casualty damage is only to those parts of one or more units, for which the responsibility of maintenance and repair is that of the unit owner then such owner shall be responsible for reconstruction and repair after casualty. The responsibility of reconstruction and repair after casualty shall NEVER be that of the association."

The following By-Laws have been added effective July 24, 2003:

1. Remove all reference to Donald C. Oster.
2. Increase expenditures by Board of Directors to \$1000 without Board approval regarding maintenance of common area.
3. Change weight limit for pets to 35lbs at mature weight.
4. Change past due date for condo fees from the 10th to the 15th.
5. Allow for removal of a board member by a (2/3) majority vote of the sitting Board, with the particular board member whose status is being voted on, not voting.
6. Vehicles / Parking By-Law change

Parking of vehicles in parking areas shall be subject to the rules and regulations of the Board applicable thereto. All vehicles must be registered with the Avant Garde Office in order to obtain an Avant Garde Parking Sticker. This sticker must be placed in window of vehicle which is visible to the outside. Only those vehicles belonging to owner/residents of Avant Garde and with a valid parking permit will be allowed to park within the premises on a continual basis. Visitor parking is defined as anyone visiting an owner/resident of Avant Garde for a period of twenty-four (24) hours or less, and does not require a parking permit. Any visitor requesting to stay longer than twenty-four (24) hours may obtain a temporary visitor parking permit at the Avant Garde office. This does not include second vehicles owned by owners/residents with an Avant Garde Parking Sticker. Second vehicles owned by owners/residents who have a valid Parking Permit will be allowed to park within the premises. A Parking Area shall not be used for other than parking one "Regularly Used" automobile except as otherwise specified by the Board. A "Regularly Used Automobile" is defined as one that is properly in compliance with all State and Local laws and being driven by a resident at least three days of each week. All "Unused" Vehicles or Automobiles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. "Unused Vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A warning notice shall be placed on any "Unused" and "Non Road Worthy Vehicles." This notice will give the owner seventy-two (72) hours to comply with the Rules and Regulations as set forth herein. If compliance is not met, a Final warning will be placed on the vehicle. If compliance is still not met, the vehicle will be towed at the expense of the owner.

No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, nor shall they be parked on any residential street except while engaged in transport to and from a building. A Recreational Vehicle shall include, for the purpose of these Declarations, boats, boat trailers, water vehicles, limousines, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, campers, camping trailers, or trailers of any type.

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Common Area Changes:

1. Allow homeowners the option of having an approved white or Avant Garde Brown painted front door.

Rules & Regulations:

1. The current guest limit of two (2) guests per unit while in the amenity area has been changed to allow four (4) guests per unit while in the amenity area. All signs in the amenity area will be changed to reflect this regulation change, and this may be included in with the new Rules and Regulation Packet.

Sharon Bridges
Sharon Bridges, President

Connie S. Montgomery
Notary Public

Arden N. Truscott
Witness

Stephanie
Witness

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DECLARATION CREATING AND ESTABLISHING CONDOMINIUM PROPERTY REGIME FOR AVANT GARDE, A CONDOMINIUM

* FILED FOR RECORDS STATES OF AMERICA * MAR 18 11 50 AM '02 * CLERK OF COURT OF JEFFERSON PARISH OF JEFFERSON LA *

BE IT KNOWN, that on this 17th day of March, in the year One Thousand Nine Hundred and Eighty-Two;

BEFORE ME, GEORGE L. GIBBS, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

DONALD C. OSTER & ASSOCIATES, INC., (hereinafter referred to as "Declarant"), a corporation organized under the laws of the State of Louisiana, and domiciled in the Parish of Jefferson, herein represented by its undersigned officer, duly authorized by virtue of a Resolution of the Board of Directors, attached hereto, and whose mailing address is P. O. Box 1935, Kenner, Louisiana, and pursuant to the provisions of the Louisiana Condominium Act LSA-R.S. 9:1121.101 et seq., for the purpose of submitting the hereinafter described interest in a parcel of immovable property to a condominium regime,

who declared unto me, Notary, that:

A. Declarant is the owner of a certain parcel of immovable property located in Jefferson Parish, Louisiana, more particularly described on Exhibit "A-1" attached hereto and by this reference made a part hereof, which property shall be known as Avant Garde (A Condominium) and shall constitute the first phase of the condominium regime herein established (hereinafter referred to as the "Phase I Property").

B. The Phase I Property presently consists of the land described in Exhibit "A-1"; five (5) residential buildings containing a total of fifty-seven (57) units therein, together with other improvements now or hereafter erected thereon, facilities and appurtenances thereto and all property, real, personal or mixed, intended for use or used in connection with Phase I Property (being hereinafter sometimes referred to as the "Project" or the "Condominiums").

C. Declarant is also the owner of certain immovable property located adjacent to Phase I Property in Jefferson Parish, Louisiana, more particularly described on Exhibit "A-II" attached hereto and by this reference made a part hereof, which property shall be known as Avant Garde II and shall, if and when added to the condominium regime in accordance with the method set forth in Section XIII hereof, constitute the second phase of the condominium regime herein established (hereinafter referred to as the "Phase II Property").

D. The Phase II Property presently consists of the land described in Exhibit "A-II"; together with other improvements now or hereafter erected thereon, facilities and appurtenances thereto and all property, real, personal or mixed, intended for use or used in connection with Phase II Property (which, after annexation to the condominium regime, if at all, pursuant to Section XIII hereof, shall become part of the "Project" as that term is used herein).

E. Declarant desires to establish a condominium regime under the Louisiana Condominium Act (the "Act") as to the Phase I Property. Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the Unit (hereinafter defined) plus an undivided interest in the Common Elements. Each Unit shall have appurtenant to it a membership in Avant Garde Homeowners Assoc., Inc., SEE

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F. Declarant intends by this document to impose upon the Phase I Property mutually beneficial restrictions under a general plan of improvements for the benefit of all of said Condominiums and the Owners thereof.

G. Declarant, as owner of the Phase II Property, desires to evidence its joinder in and consent to the terms and conditions of this document as it relates to the Phase II Property and the potential, but not required, inclusion thereof within the condominium regime established by this Declaration as the second phase thereof.

Declarant does hereby submit the Immovable Property as shown and described on Exhibit "A-1" and the improvements thereon, whether now or hereafter constructed, all of which is collectively hereinbefore defined as the Phase I Property, to this Declaration and does hereby establish Avant Garde, A Condominium, as a condominium regime under the Louisiana Condominium Act, to be known as Avant Garde (A Condominium), and hereby declares that the Condominiums shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitation, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

Declarant does hereby further declare as follows:

I.

NAME; DEFINITIONS

A. Name. The name by which the Condominium is to be identified is as follows: AVANT GARDE, A CONDOMINIUM.

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, subject to individual ownership, including one or more rooms on one or more floors as separately described on the attached Building Plans (Exhibit A) and Plat of Survey (Exhibit "A-1" 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 a part of any system serving one or more other Units or the Common Elements shall be deemed a part of said Unit, and as hereinafter further described.

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 whose estates or interests, individually or collectively, aggregate ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit, and subject to the exceptions contained herein.

4. Condominium Parcel. An individual unit plus its appurtenant percentage of undivided ownership interest in the Common Elements of the Condominium, which is an inseparable part of the Unit.

5. Common Assessment. Those funds required for the payment of Common Expenses of the Condominium 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

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manner in which such percentage will be established, is set forth unless specifically otherwise provided.

6. Association. "Avant Garde 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 By-Laws of the Association are annexed hereto and made a part hereof as Exhibits "B" and "C" respectively.

7. Buildings. The improvements to the subject premises located on Lot X-2, Chateau Estates, Kenner, Louisiana, containing the Units, as described on the attached Building Plans, to be hereinafter constructed on the subject property.

8. Common Elements. All that part of the Phase I Property (movable or immovable property) which is not within or a part of the individual Units as such Units are shown on the Attached Plans (Exhibit "A") or described herein, or which exists within Units by virtue of a servitude created herein, and without limiting the generality of the foregoing, shall include those items defined as "common elements" in the Act, including the following:

- a. The land and all foundations, bearing walls, columns and roofs, and other structural supports;
- b. All yards and gardens (except as otherwise herein provided or stipulated);
- c. All exterior walls of the buildings, all walls and partitions separating Units from other Units and all concrete flooring and component roofing material;
- d. All equipment used in common;
- e. All recreational areas, and the like existing for common use, and
- f. All other elements of the Building or Parcel desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration, and which are not specifically made part of a unit by terms of this Declaration.

9. Common Expenses. The expenses for which the Unit Owners will be assessed by the Managing Agent or Board, 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 may be levied against the Condominium Property and which are not levied against an individual unit or unit owner;
- b. Maintenance, management, operation, repair and replacement of and additions to 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 any individual Owner or Owners;
- d. Management and administration of the Association including, without limiting the same, compensation paid by the Association to a managing agent, accountant(s), attorney(s), and other employees;
- e. Liability and casualty insurance carried by the Association with respect to designated parts of the Condominium Property;

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- f. Any other item held by or in accordance with this Condominium Declaration or recorded amendment thereto, or the By-Laws to be a Common Expense;
- g. Expenses agreed upon as Common Expenses by the Unit Owners;
- h. Notwithstanding anything herein to the contrary, Declarant shall be exempt for the portion of Common Expenses allocated to units remaining unsold until September, 1985.

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.

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	-	Building Plans
Exhibit A-1	-	Plat of Survey and Legal Description of Phase I Property
Exhibit A-2	-	Legal Description of Phase II Property
Exhibit B	-	Articles of Incorporation of "Avant Garde Homeowners' Association, Inc."
Exhibit C	-	By-Laws of "Avant Garde Homeowners' Association, Inc."
Exhibit D	-	Percentage of Undivided Ownership of Common Elements Appurtenant to each Unit
Exhibit E	-	Rules and Regulations of Avant Garde Homeowners' Association, Inc.
Exhibit F	-	Estimated Initial Operating Budget

12. Declarant. Donald G. Oster and Associates, Inc., a Louisiana corporation, having its registered office in Kenner, Louisiana.

13. Limited Common Elements. All Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful occupants of such Unit or Units either in this Declaration, or the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to assigned parking spaces for all Units, porch and patio areas accessible only from one Unit, as well as pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

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

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

16. 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 Statutes.

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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 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.
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 "Avant Garde Homeowners' Association, Inc." are attached hereto as Exhibit "E".) 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.
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 X 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 sixty-seven (67%) percent of the Unit Owners, in number, with each Unit having one (1) vote, as set forth more fully in Article I, Section 6 of the By-Laws. 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 therefore in such proportions as may be equitably determined by the Board of Directors of the Association. Notwithstanding anything to the contrary, the Association shall have the authority to effect improvements to the Condominium 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. Each Unit Owner's percentage ownership in the Common Elements and share in the Common Expenses shall consist of a 1/57th interest. Said ownership interest shall be an undivided interest in accord with said percentage or fractional interest. The percentage of undivided interest in the common areas allocable to each Unit shall be allocated equally to each Unit.
8. Common Elements Appurtenant. The undivided share of a Unit Owner

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in the Common Elements is appurtenant to the Unit owned by him, and inseparable from ownership of the unit, and shall not be the object of an action for partition or division of the common ownership established by this Condominium Declaration.

- a. The parking spaces included in the Common Elements are subject to assignment by the Association for usage of individual Unit Owners. Upon the sale of a unit, Declarant shall assign one parking space to the unit which parking space shall be designated so as to coincide with the unit number and which shall thereafter be deemed to be a limited common element appurtenant to such unit.

9. Limited Common Elements.

- a. The Limited Common Elements of the Condominium are those Common Elements designated as such on the Condominium Building Plans and Condominium Survey by the symbol "LCE" followed by the designation of the Unit to which the Limited Common Element is appurtenant, and such other Common Elements as are agreed upon by all the Unit Owners to be reserved for the exclusive use of one or more, but less than all of the Unit Owners (i.e. assigned parking places). Any area designated on the Condominium Building Plans or Condominium Survey, designated Exhibits "A" and "A-1", as a patio, or the like, and designated on the Condominium Building Plans or Condominium Survey as Limited Common Element, is reserved for the exclusive use of the owner or owners of the Condominium Unit or Units to which it is adjacent or to which it is declared to be appurtenant by appropriate designation of the Condominium Building Plans or Condominium Survey.
- b. All entranceways and steps providing access to an individual Unit or Units shall be a Limited Common Element appurtenant to the Unit or Units for which they provide access.

III.

ASSOCIATION OF UNIT OWNERS

- a. Organization. THE AVANT GARDE HOMEOWNERS' ASSOCIATION, INC., a Louisiana non-profit corporation which Association shall be the governing body for all of the Unit Owners, for the maintenance and repair, replacement, administration and operation of the Condominium, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner.

A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be equal to the number of Units submitted to this Declaration (57) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Section II, Paragraph 7.

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b. The Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the Members of the Association as provided in the By-Laws.

c. Voting. Members shall be entitled to one vote for each Unit owned. However, the exclusive right to vote for the election of members of the Board of Directors or upon any Association matter shall be vested in the first Board of Directors or Declarant, or its successors or assigns until no later than the earlier of the following events:

- (1) 120 days after 75% of the Units in Phase I of the Project have been conveyed to Unit purchasers; or
- (2) Three (3) years from the date of conveyance of the first Unit in Phase I to a Unit purchaser.

d. Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part hereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (e) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

e. Initial Management Contract. The first Board, appointed as provided herein, may approve an initial management agreement. It shall not extend beyond one (1) year after relinquishment of Declarant Control. It may be renewable by agreement of the Parties for successive one (1) year periods and shall be terminable, without cause or penalty upon thirty (30) days' prior written notice.

f. Units for Building Personnel. The Board shall have authority to lease, purchase and mortgage one or more Units for use as residential quarters for a building manager and engineer. All rental or debt service paid by the Association pursuant to any such lease agreement or mortgage shall be a common expense.

g. Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of sale of Units. While the Declarant owns any of the Units and until sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(h) Non-Liability of the Directors, Officers and Declarant. Neither the directors, Board or Officers of the Association nor Declarant shall be personally liable to the Unit Owners for the mistake of judgment or for any acts or omissions of any nature whatsoever as such Directors, Board, Officers or Declarant, except for any acts or omission found by Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Directors, Board, Officers and/or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe to protect the Directors, Board, Officers or Declarant under said indemnity and/or immunity.

(i) The Owners Association shall make available to Unit Owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

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IV.

PHYSICAL MANAGEMENT

1. Management and Common Expenses. The Unit Owners, acting by and through the Board of Directors of the Condominium Association, shall manage, operate and maintain the Condominium and, for the benefit of 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 Condominium, 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 Condominium Unit, for the Condominium Units;

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

c. The cost of the services of a person or firm to manage the Condominium 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 Condominium;

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 Condominium;

e. The cost of repairs, maintenance, service and replacement of the Common Elements of the Condominium, 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 Condominium Association to repair or replace the interior of any Condominium 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 Condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular Condominium 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 Condominium 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 Condominium 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 Condominium Unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the Condominium 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 Condominium 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 and Article X 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.

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3. Maintenance Responsibilities of Individual Unit Owners. Except for maintenance requirements herein imposed upon the Association, the owner of any Condominium Unit shall, at his own expense, repair and maintain the interior of his Condominium Unit 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 Condominium Unit. In addition to the foregoing, the Owner of any Condominium 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 Condominium Unit. The Owner of any Condominium Unit shall also, at his own expense, keep any other Limited Common Element which may be appurtenant to such Condominium Unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

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 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 Condominium 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 Condominium 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.

V.

UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Building Plans. The Condominium Building Plans are attached hereto as Exhibit "A" and made a part of this Declaration. These plans shall include any supplemental or amended plans which may be filed at any future time by Declarant.

2. Immovable Property. Each Unit as shown on the Plat of Survey, and the Building Plans (Exhibits "A" and "A-1" 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 a separate 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 Condominium Units. The general description and number of each Condominium Unit in the Condominium, 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 Condominium Building Plans.

The lower boundary of any Condominium Unit in the Condominium is a horizontal plain (or plains), the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor extended to intersect the lateral or perimetrical boundaries thereof, to include the finished flooring material. The upper boundary of any Condominium Unit in the Condominium is the lower surface of the ceiling joists. The lateral or perimetrical boundaries of any Condominium Unit in the Condominium are vertical planes which coincide with the unexposed surfaces of the perimeter drywall 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 Condominium Unit. Included with each unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings (such as but without limitation, paint, wallpaper, vinyl, wall or floor coverings, etc.); interior walls; and all utility pipes,

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lines, systems, fixtures or appliances servicing only that unit (whether or not within the boundaries of that unit) provided however, that no pipes, wires, conduits, ducts, and shafts contained within a unit and forming a part of any system serving more than one unit or the common elements shall be deemed to be part of said unit.

Equipment and appurtenances located within or without any Unit and designated to serve only that Unit, such as mechanical equipment, appliances, non-bearing partition walls, flooring material, outlets, fixtures, cabinets and the like, shall be considered a part of the Condominium Unit and not a part of the Common Elements.

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 Units and regardless of minor variance between boundaries shown on the Plans or in the deed and those of such Building.

4. Common Elements. All that part of the Phase I Property (movable or immovable property) which is not within or a part of the individual Units as such Units are shown on the Attached Plats (Exhibit "A") or created herein, and without limiting the generality of the foregoing, shall include those items defined as "common elements" in the Act, including the following:

- a. The Land and all foundations, bearing walls, columns, roofs, and other structural supports;
- b. All yards and gardens (except as otherwise herein provided or stipulated);
- c. All exterior walls of the buildings, all walls and partitions separating units from other units and all concrete flooring and component roofing material;
- d. All equipment used in common;
- e. All recreational areas, and the like existing for common use, and;
- f. All other elements of the Building or Parcel desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration, and which are not specifically made part of a Unit by terms of this Declaration.

5. Appurtenances. 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 Section II, Paragraph 7;
- 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;
- e. The following servitudes shall exist from each Unit Owner to every other Unit Owner and to the Association;

(1) 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

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Common Elements and for ingress and egress to the individual Units in accordance with the terms of this Condominium Declaration;

(ii) Maintenance, Repairs and Replacement. Servitudes through the Units and Common Elements and Limited Common Elements for maintenance, repair and replacement by the Association of portions of the Units and Common Elements and Limited 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.

(iii) 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 Limited Common Elements and the other Units.

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

(v) Encroachments. If any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid servitude for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

VI.

RESTRICTIVE COVENANTS 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:

USE AND OCCUPANCY RESTRICTIONS. Subject to the provision of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, storage areas, and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damage or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph, use of the Property by the Unit Owners shall be subject to the following restrictions:

a. Nothing shall be stored in or upon the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

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b. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

c. No waste shall be committed in or on the Common Elements;

d. No Unit Owner or Occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph, radio or television loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property.

e. Subject to Declarant's rights under the Paragraph 4d of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

f. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

g. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with repair or rebuilding of the Building or any portion thereof;

h. Outdoor drying of clothes, bedding or similar items shall not be permitted;

i. Parking of vehicles in parking areas shall be subject to the rules and regulations of the Board applicable thereto. A Parking Area shall not be used for other than parking one automobile except as otherwise specified by the Board. No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, including Parking Areas except in an area designated by the Association, nor shall they be parked on any residential street except while engaged in transport to or from a building. A Recreational Vehicle shall include for purposes of these Declarations, boats and boat trailers, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. All commercial and recreational vehicles shall be parked only in designated and assigned areas and not upon any residential street or alley. "Unused vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

j. Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

k. Motorcycles, motor bikes, motor scooters or other similar vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property.

l. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that small (under five pounds) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the

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Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Unit and the pet's owner shall confine his dog for excretion to such areas as may be designed by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Unit of the Owner or ordered expelled from the Properties.

2. Leasing. No portion of any Condominium Unit, other than the entire Unit, shall be leased for any period and no Condominium Unit lease shall be for a term of less than six (6) months except as hereinafter provided. Any owner of any Condominium Unit who shall lease all of such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors of the Association. All leases shall be in writing. All such leases shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject and subordinate in all respects to the provisions of this Declaration and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors of the Association may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. No Condominium Unit within the Condominium shall be rented without the consent of the Board of Directors of the Association for a period of less than six (6) months, and no Unit may be rented or leased for a period less than thirty (30) days under any circumstance.

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 Condominium by the Declarant or the Association:

a. No noxious or offensive trade or activity shall be carried on within the Condominium 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 Condominium, 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, excepting those areas designated for storage of personal property by the Owners of the Condominium Units.

c. Nothing shall be done or maintained in any Condominium Unit or upon any of the Common Elements which will increase the rate of insurance on any Condominium 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 Condominium Unit or upon the Common Elements which would be in violation of any law. No waste shall be committed on any of the Common Elements.

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 Condominium 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 Condominium Unit or upon any of the Common Elements, except during the initial construction phase of the various buildings and Units. 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.

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5. Lawful Use. No immoral, 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 Condominium 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 Condominium 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.

7. Garbage Pickup. Any dumpsters located within the Condominium development shall be a closed type so that the top or doors shall not be left open and all such dumpsters shall be serviced a minimum of twice per week.

8. Obstruction of Streets. In the event that the street or streets within the condominium development are blocked or used in such a manner so as to impair ingress and egress, then the Kenner Fire and Police Departments shall be notified by the Association.

VII.

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 By-Laws of the Association shall be in the form attached as Exhibit "C" until such are amended in the manner therein provided.
3. The duties and powers of the Association shall be those set forth in the Condominium Declaration and in the By-Laws 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 By-Laws, 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 By-Laws as will remove any such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the By-Laws, 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 the Board done or given in accordance with the procedures provided in the By-Laws.
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 members of the Association contained in the By-Laws 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.

VIII.

INSURANCE

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

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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 mortgage 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, members of the household, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association. The premiums for such insurance shall be a common expense.

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 without deduction for depreciation (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 or damage by fire and other hazards covered by the standard extended coverage endorsements;

(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 Condominium Property, including, but not limited to, vandalism, malicious mischief, windstorm and water damages.

b. Public liability insurance in such form and in such amounts as shall be required by the Association. 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 insurance sufficient to meet the requirements of law;

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. Fidelity Bond Coverage. Blanket Fidelity Bond shall be required and maintained by the Owners Association for all officers, directors, trustees and employees of the Owners Association, and for all other persons handling or responsible for funds of or administered by the Owners Association including, without limitation, any management agent hired by the Owners Association, and the officers, employees and agents thereof.

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(i) Amount of coverage: The total amount of Fidelity Bond coverage shall be based upon the best business judgment of the Owners Association, but, in no event, be less than the aggregate amount of a sum equal to three (3) months aggregate assessments on all Units plus reserve funds.

(ii) Other requirements: Fidelity Bonds required shall meet the following requirements:

- (a) Each shall name the Owners Association as an obligee;
- (b) Bonds shall contain waivers by the issuers of the Bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "Employees", or similar terms or expressions;
- (c) Premiums on all Bonds required for the Owners Association (except for premiums of Fidelity Bond maintained by management agent for its officers, employees and agents) shall be paid by the Owners Association as a common expense;
- (d) Bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Owners Association and to any insurance trustee and to each and every holder of a mortgage on a Unit in the Project.

4. Premiums. Premiums upon insurance policies purchased by the Association and charged to the Individual Unit Owners as a Common Expense, in the percentages set forth in Exhibit D 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 Condominium 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 Condominium 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 Condominium 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 insurers named thereon, including any and all mortgagees of the Condominium Units.
- e. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the owner of any Condominium Unit, members of household, and their respective agent, employees or tenants, and a waiver of any defenses based upon co-insurance of 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 insurance proceeds shall be disbursed first for the complete repair or restoration of the damaged Common Elements and Units, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored, or the Condominium is terminated.

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.

6. Insurance Trustee. In the event of casualty loss, 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, selected by the Board of Directors with the approval of the said first mortgagees, and having a construction loan department, through which such trust funds shall be administered, 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, licensed or qualified to practice in the State of Louisiana, who may be an employee of the Board of Directors;

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; and

(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.

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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 divided among the owners of all of the Condominium 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 Condominium 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 Condominium Unit in accordance with the priority of interest in each Unit.

IX.

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 plan and specifications for the Condominium 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 Condominium Units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee in accordance with the provisions of Article VIII hereof.
3. Restoration Not Required. In the event the Condominium 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 (90%) 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 of the Condominium Units in the same proportions 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. In all other instances, the responsibility of 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 the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors in its discretion requires.
6. Joint Payment. Any and all funds referred to hereinabove paid by the insurer or any other payor, shall be paid jointly to the Association and/or a Unit Owner and the mortgagee of that Unit.

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X.

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, with the exception that Declarant shall be partially exempt from the payment of his share of the annual operating budget to the extent that on the unsold units belonging to the Declarant, Declarant shall be only obligated to pay its percentage of the insurance premium covering the Common Elements and Condominium Units, provided, however, that the Declarant, during the time of ownership of any remaining condominium units, must contribute to the operating budget when necessary and as may be required from time to time to compensate for any deficiency in the operating budget occasioned by non-assessment of the Declarant and in accordance with the following provisions:

1. Percentile Share of Common Expenses. Each Unit Owner shall be personally liable for his percentage share of the Common Expenses and any Common Surplus shall be owned by each Unit Owner in a like share. 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 elements ownership appurtenant to each Unit in Article II, Section 7 hereof and Exhibit D.
2. Payment of the assessments shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's Unit and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the transfer of the Unit to a purchaser.
3. Initial Capital Contribution. The Association shall levy and collect from each Owner at the closing when the Owner purchases or acquires a Unit, the sum equal to two (2) times the current estimated monthly Common Area Expenses apportioned to his Unit. Said sum may be used by the Association as working capital, to apply against a delinquent account of an Owner, or emergency needs, and shall be refunded to the Owner (except as hereinafter provided) upon the sale or transfer of his Unit less any amount then due by said Owner to the Association. Such amount may be transferred to a new Owner upon a settlement sheet adjustment between a seller and purchaser. Deficiency amounts in any Owner's account shall be promptly restored upon request by the Board to maintain an amount equal to two (2) times the original estimated monthly Common Area Expense for such Unit.
4. Assessments Other Than Common Expenses. Any assessments, other than Assessments for Common Expenses, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Declaration, shall be paid by the Unit Owners to the Association in the proportions set forth in the provisions of the Condominium Declaration authorizing such extraordinary assessment.
5. 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 as follows:
 - a. Common Expense Account - to which shall be credited all collections of assessments for all Common Expenses as well as payments received for defraying costs for the use of Common Elements, if any;
 - b. Alterations and Improvements Account - to which shall be credited all sums collected for alteration and improvement assessments;
 - c. Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;
 - d. Reserve Account - to which shall be credited all sums collected as a reserve for replacement of portions of the Building subject to periodic depreciation.
6. Assessments for Common Expenses. Assessments for Common Expenses

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shall be made for the calendar year annually in advance of 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.

Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

7. 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 of Association may consider appropriate; provided, however, that any such special assessment shall have the assent of the Unit Owners representing sixty-seven (67%) percent of the total votes of the Association.

8. Reserve for Replacements. Subject to the exemption in favor of Declarant as described hereinabove, the Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by its Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of any state or an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, any state of the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of Common Elements and equipment of the Condominium and for start-up costs and operating contingencies of a non-recurring nature. The proportionate interest of any Unit Owner in any reserve for replacements and any other reserves established by the Association shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned, or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

9. Assessment Roll. The assessments 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.

10. 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 or a first mortgagee who accepts a deed in lieu of foreclosure 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.

11. Lien for Delinquent Common Expenses. The unpaid portion of a Common Expense 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

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claim of lien by the Association in the Office of the Recorder of Mortgages for Jefferson Parish, Louisiana. The Association shall not, however, record such a claim of lien until the Common 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 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 Expense assessments which are delinquent for the requisite time period prior to the date the claim of lien is filed for record.

12. 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.

13. 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 (\$25.00) dollars plus one percent (1.0%) 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 rate of eight percent (8%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

14. Additional Rights of Mortgagees - Notice. The Board of Directors of the Association shall promptly notify the holder of the first mortgage on any Condominium Unit for which any assessment levy pursuant to this Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Board of Directors shall promptly notify the holder of the first mortgage on any Condominium Unit with respect to which any default in the provisions of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity of any liens to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (1) days written notice to the holder of the first mortgage on the Condominium Unit which is the subject matter of such suit or proceeding.

15. Declarant's Guarantee Relating to Common Expenses. Notwithstanding anything contained in this Declaration to the contrary and more particularly notwithstanding anything specified in Section X designated "Assessments", Declarant during the period of time required to sell and transfer title to all units in the Phase I Property (hereinafter referred to as the "Initial Period") shall guarantee the payment of, and shall pay to the Association monthly, all common expenses for the Initial Period which may be in excess of the total monthly assessments payable during such period by Unit Owners (other than Declarant) if such total Monthly Assessments payable during the Initial Period are less than the actual common expenses incurred during the Initial Period.

IX.

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms

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of the Condominium Declaration and all exhibits thereto, and as then may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

a. Legal Proceeding. Failure to comply with any of the terms of the Condominium Declaration and Exhibits thereto shall be grounds 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 leasees, 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 Attorney's Fees. In any proceeding arising by cause of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

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

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

XII.

AMENDMENT

1. Amendment by Declarant Alone. Amendments to the Condominium Declaration and any exhibit thereto may be executed by Declarant alone:

- (a) to reflect changes in the interior design and arrangement of any Unit or Units which are owned by the Declarant at the time such changes are made or contemplated;
- (b) to reflect variances between the relative location and approximate dimensions of the Common Elements and each Unit as shown on any Exhibit and the actual location and dimensions of the Common Elements and each unit, once construction of these improvements are completed;
- (c) to reflect the actual make-up of Unit types in the Condominium development.

2. Amendments. Except as provided for in Section XII, Paragraph 1 thereto, this Condominium Declaration and all Exhibits thereto may not be modified or amended except as provided in Section 1122.119 of the Louisiana Condominium Act. All amendments to the Condominium Declaration or any of its Exhibits shall be certified by at least two (2) officers of the Condominium Association as having been duly adopted and shall be effective when filed for record in the Conveyance Records of Jefferson Parish, Louisiana. All amendments to the Declaration and Exhibits thereto shall be prepared and recorded by or at the direction of the Secretary of the Association.

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3. FHLMC, FHA or VA Regulations. This Declaration may be amended to conform or comply with the regulations of the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any similar duly constituted governmental authority, by written instrument executed by Declarant only and duly recorded in the Conveyance Records of Jefferson Parish, Louisiana, in accordance with the procedure outlined above.

4. Approval of Mortgagees. This Condominium Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees of individual Condominium Parcels. Such provisions ought to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, the amendment or modification of this Condominium Declaration impairing or affecting such rights, priorities, remedies or interests of any Mortgagee of a Condominium Parcel shall be adopted without prior written consent of such Mortgagees.

The percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees except as provided for herein.

XIII.

PHASE CONSTRUCTION

It is the intent of Declarant to develop the condominium regime established hereunder in two (2), or more, Phases.

1. Phase I shall contain fifty-seven (57) Units and shall be situated on the property so designated in Exhibit "A-I". Later phases (referred to herein collectively as "Phase II"), if, and to the extent, added by Declarant one or more times as part of the Project, shall contain not more than 192 Units in the aggregate and shall be situated on the property so designated in Exhibit "A-II". The location and configuration of the Buildings, Units and the areas to be established as Common Elements in Phase II shall be at the discretion of Declarant.

2. Declarant, for itself and as the owner of the Phase II Property, hereby reserves the right at any time hereafter, prior to the expiration of seven (7) years from the date of recordation hereof, without joinder or consent of any other Owner or any Mortgagee, to record an amendment to this Declaration executed by Declarant and/or its successors and assigns to properly reflect the addition of such Phase II Property, together with Buildings, Units and Common Elements in such configuration as Declarant shall deem advisable. Said Amendment shall include a Plat amendment and shall set forth the Common Elements appurtenant to the Phase II Units, together with the adjustment to the Common Elements appurtenant to the Phase I Units. The said Common Elements appurtenant to each Unit shall be calculated by dividing the total Common Elements by the number which is equal to the total number of all the Units in both Phases. Said adjustment in the Common Elements and in the value of the votes assigned to Units based on the Common Elements shall become effective as to all Units in both Phases on the first day of the month following the conveyance by deed of the first Unit in Phase II. Assessments on Units in Phase II shall commence on said same day. Each Owner, by acceptance of a deed to a Unit, hereby expressly grants to Declarant the irrevocable right and power to perform such acts as may be necessary to effectuate the Phase II Property as part of the Project, if Declarant so chooses, including rights to ingress and egress through the Phase I Property for construction of improvements to the Phase II Property. Upon recording the above described amendment, the Phase II Property shall become subject to the provisions of this Declaration without the necessity of amending individual Sections hereof. All costs of development of the Phase II Units shall be borne by and directly paid by Declarant until such time as Assessments hereunder shall begin to accrue. Declarant does not warrant, represent or guarantee that the Phase II Property, or any portion thereof, will be added to the Project. Each Owner agrees, by acceptance of a deed to a Unit, that he has not relied on the Phase II Property being added to the Project in purchasing his Unit.

Notwithstanding anything herein to the contrary, Declarant reserves the right to add units and appurtenant common and limited common elements in Phase 2 in subphases of such size and at such time as Declarant may determine in its sole discretion.

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Notwithstanding the foregoing provisions of this Section XIII, all intended or proposed improvements in the Phase I must be substantially completed prior to annexation of Phase II as part of the Project.

XIV.

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, or in the event of condemnation as indicated in Article XV following, the termination of the condominium may be effected by the agreement of one hundred (100%) percent of all Unit Owners, voting in accordance with their percentage of ownership interests in the Common Elements, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, provided the consent of all mortgagees is obtained. The termination shall become effective when such instrument has been filed for record in the Conveyance Records of Jefferson 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 division 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 (Exhibit D). All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the 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.

XV.

REAL RIGHTS

All provisions of this Condominium Declaration shall be construed to be real rights 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 interest therein; and every Unit owner, his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Condominium Declaration.

XVI.

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.

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XVII.

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 Expense 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 as their interest may appear, in accordance with their respective percentage interest in the Common Elements.

XVIII.

MORTGAGEES

Notwithstanding anything to the contrary indicated hereinabove, mortgagees shall enjoy all of the following rights and privileges:

1. Records. Any institutional or corporate holder insurer or guarantor of a first mortgage on a unit in the Property will, upon request, be entitled to:

- (a) Inspection of the books and records of the Condominium during normal business hours; and
- (b) Receive an annual financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; and
- (c) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
- (d) Receive written notice of any default on the part of a Unit Owner, where Unit is encumbered by its Mortgage, under the Declaration, the By-Laws or other rules and regulations of the Association if not cured within sixty (60) days.
- (e) Receive notice of condemnation loss or any casualty loss which affects any material portion of the Project or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; and
- (f) Receive notice of any lapse, cancellation or material modification of any insurance policy or Fidelity Bond maintained by the Owners' Association; and
- (g) Receive notice of any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified hereinbelow.

2. Other Provisions for Eligible Mortgage Holders:

To the extent permitted by the Act, any institutional or corporate holder of a first mortgage on a Unit shall be afforded the following rights:

- (a) Any restoration or repair of the project, after a partial condemnation or damage to an insurable hazard, shall be performed substantially in accordance with this Declaration and with the original plans and specifications, unless other action is approved by mortgage holders holding mortgages on Units which have at least

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fifty-one percent (51%) of the votes of the Units subject to mortgages held by institutional or corporate mortgage holders.

- (b) Any election to terminate the legal status of the Project after substantial destruction or a substantial taking in condemnation of the Project property must require the approval of institutional or corporate holders of mortgages holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to such mortgages.
- (c) No reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of any portion of the Project may be effected without the prior approval of holders holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to such mortgages.
- (d) When professional management has been previously required by any mortgage holder, insurer or guarantor, any decision to establish self-management by the Owners Association shall require the prior consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Owners Association are allocated and the approval of holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to such mortgages.

3. Prior Mortgagee's Approval. The prior written approval of each holder of a first mortgage, or equivalent security interest in Units in the property and at least 67% of the votes in the Owners' Association, will be required for each of the following:

- a. The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a total taking by condemnation or eminent domain.
- b. Any material amendment to the Declaration or to the By-Laws of the Association, including but not limited to, any amendment which would establish, provide for, govern or regulate voting, assessments, assessment liens, or subordination of such liens; reserves for maintenance, repair and replacement of the Common Elements; insurance or fidelity bonds; rights to use of the Common Elements; responsibility for maintenance and repair of the several portions of the Project; expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project (with the exception of Phase II as provided for in Section VIII herein); boundaries of any Unit; interest in the general or limited Common Elements; convertability of Units into common areas or of common areas into Units; leasing of Units; imposition of any right of refusal or similar restriction on the right of the Unit owner to sell, transfer, or otherwise convey his or her unit; any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units; or any amendment which would change the percentage interests of the Unit Owners in the Common Elements; and
- c. Partition or subdivision of any Unit;
- d. Abandonment, partition, sale, transfer or encumbrance of all or any part of the Common Elements through act or omission. Provided, however, the granting of easements or servitudes for public utilities or other public purposes connected with the intended use of the Common Elements by the Unit Owners shall not be deemed a transfer within the meaning of this clause.
- e. Use hazard insurance proceeds for losses to any condominium property whether to Units or Common Elements for other than the repair, replacement or reconstruction of such condominium property, except as provided by the Act in case of substantial destruction of the Units and/or the Common Elements.

HANDLE SURVEYING, INC.

LAND SURVEYORS METAIRE, LA.

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March 4, 1982

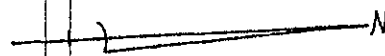
LEGAL DESCRIPTION OF: Phase I of Lot X-2, Avant Garde, at Chateau Estates, Kenner, Jefferson Parish, La.

ONE CERTAIN TRACT OF LAND, together with all the buildings & improvements thereon, all rights, ways, privileges, servitudes & appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana, in that thereof designated as Phase I of Lot X-2. Said tract of land commences N-74°43'46"-W a distance of 310' from the corner of Holly Heights Drive & along the South right-of-way line of West Esplanade Ave. to the point of beginning. Thence along the South right-of-way line of West Esplanade Ave. N-74°43'46"-W a distance of 70' to a point; thence S-15°16'14"-W a distance of 120' to a point; thence N-86°06'21"-W a distance of 36.12' to a point; thence S-03°59'39"-W a distance of 52.34' to a point; thence N-86°06'21"-W a distance of 8.74' to a point; thence S-03°59'39"-W a distance of 210' to a point; thence S-86°06'21"E a distance of 33.74' to a point; thence S-03°59'39"-W a distance of 51.68' to a point; thence S-86°06'21"-E a distance of 70' to a point; thence N-03°59'39"-E a distance of 15' to a point; thence S-86°06'21"-E a distance of 80.51' to a point; thence S-03°59'39"-W a distance of 145' to a point; thence S-86°06'21"-E a distance of 222' to a point on the West right-of-way line of Holly Heights Drive. Thence N-03°53'39"-E along the West right-of-way line of Holly Heights Drive to a point; thence continue along the West right-of-way line of Holly Heights along a curve to the right having a radius of 1530.95' a distance of 177.67' to a point, thence N-74°43'46"-W a distance of 142.21' to a point; thence N-29°43'46"-W a distance of 25.46' to a point; thence N-70°37'11"-W a distance of 138.43' to a point; thence N-29°43'46"-W a distance of 23.92' to a point; thence N-15°16'14"-E a distance of 105' to the point of beginning. Phase I is bounded by Holly Heights Drive, West Esplanade Ave., Greater Holly Heights, Section 1 & Ole Miss Drive.

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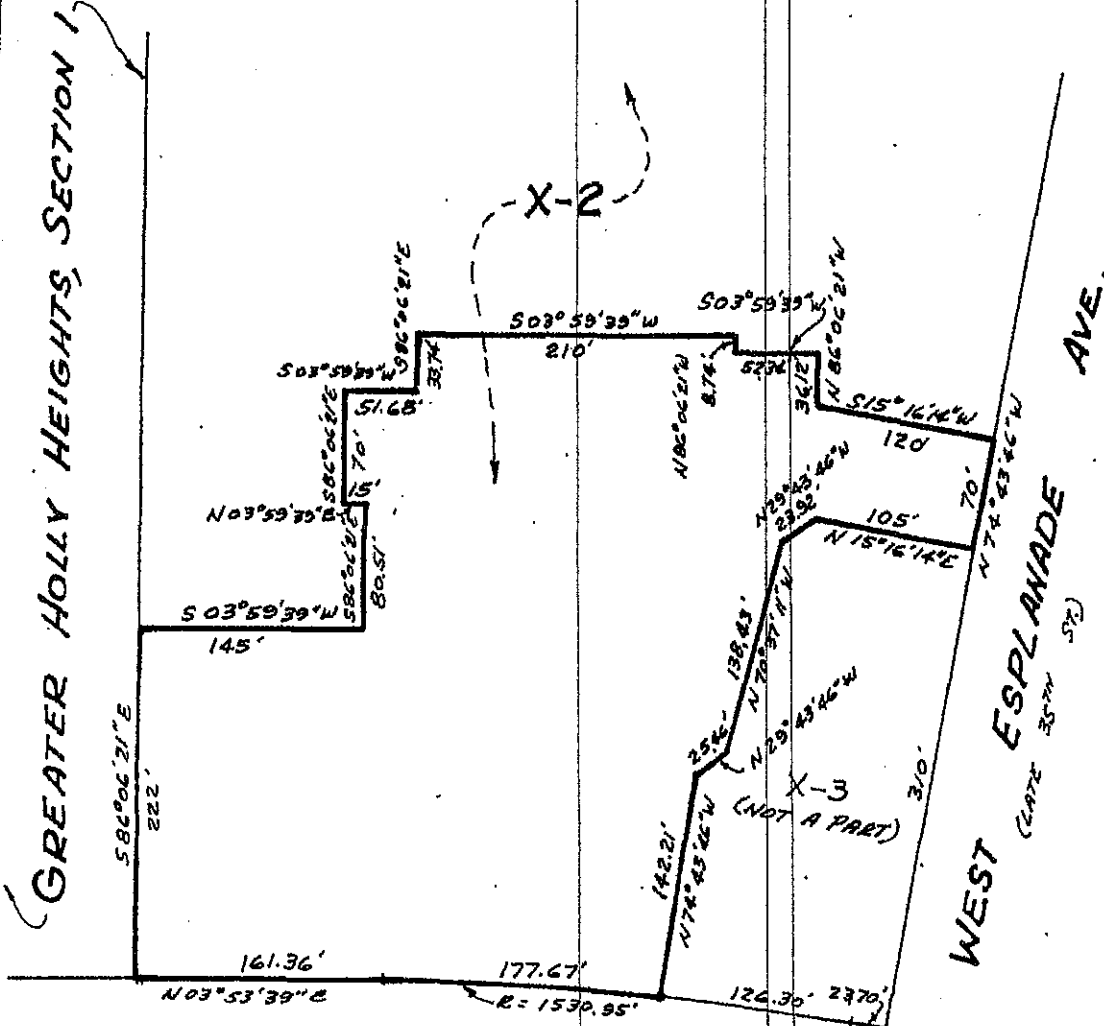
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PHASE I OF LOT X-2
AVANT GARDE
AT CHATEAU ESTATES
KENNER,
JEFFERSON PARISH, LA.



OLE MISS DRIVE (SIDE)

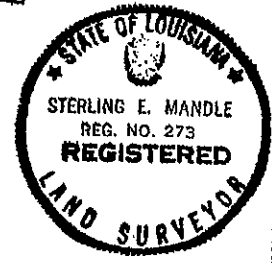
GREATER HOLLY HEIGHTS, SECTION I



WEST ESPLANADE AVE.
(CUT 35'-7 1/2\"/>

HOLLY HEIGHTS DRIVE

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MARCH 4, 1982
SURVEY CERTIFIED CORRECT TO DON OSTER & ASSOCIATES, INC.

NOTE: IMPROVEMENTS NOT SHOWN.
SCALE: 1" = 100'

MANDLE SURVEYING, INC.

BY

LAND SURVEYORS METAIRIE, LA

1006447
 MANDLE SURVEYING, INC.
 LAND SURVEYORS METAIRIE, LA.

March 4, 1982

LEGAL DESCRIPTION OF: A Portion of Lot X-2, Avant Garde, at Chateau Estates,
 Kenner, Jefferson Parish, La.

ONE CERTAIN TRACT OF LAND, together with all the buildings & improvements, thereon, all rights, ways, privileges, servitudes & appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana, designated as a portion of Lot X-2. Said tract of land commences N-74°43'46"-W a distance of 380' from the corner of Hally Heights Drive and West Esplanade Ave., along the South right-of-way line of West Esplanade to the point of beginning. Thence N-74°43'46"-W a distance of 195' along the South right-of-way line of West Esplanade to a point, thence N-86°06'21"-W a distance of 396.05' along the South right-of-way line of West Esplanade to a point; thence S-03°53'39"-W a distance of 263' to a point; thence S-50°03'48"-W 103.97' to a point; thence S-03°53'39"-W a distance of 265' to a point; thence S-86°06'21"-E a distance of 778' to a point; thence N-03°53'39"-E a distance of 145' to a point; thence N-86°06'21"-W a distance of 80.51' to a point; thence S-03°53'39"-W a distance of 15' to a point; thence N-86°06'21"-W a distance of 70' to a point; thence N-03°53'39"-E a distance of 51.68' to a point; thence N-86°06'21"-W a distance of 33.74' to a point; thence N-03°53'39"-E a distance of 210' to a point; thence S-86°06'21"-E a distance 8.74' to a point; thence N-03°53'39"-E a distance of 52.34' to a point; thence S-86°06'21"-E a distance of 36.12' to a point; thence N-15°16'14"-W a distance of 120' to the point of beginning.

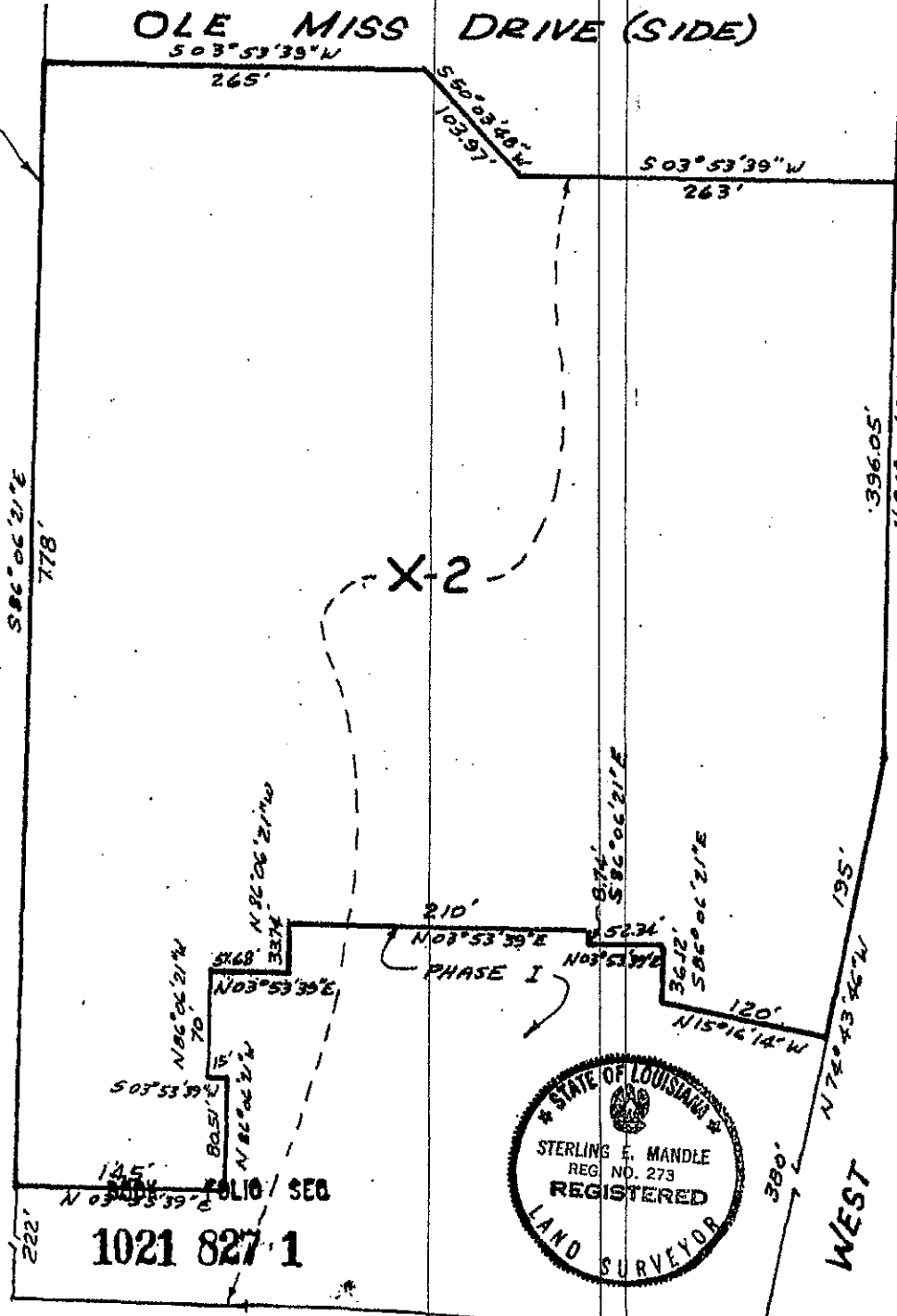
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AVANT GARDE
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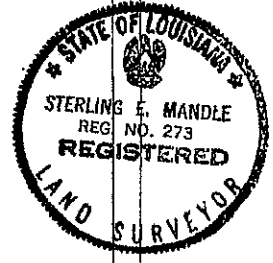
GREATER HOLLY HEIGHTS, SECTION 1



ESPLANADE AVE.

WEST

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HOLLY HEIGHTS

DR.

MARCH 4, 1982
SURVEY CERTIFIED CORRECT TO DON OSTER & ASSOCIATES, INC.


NOTE: IMPROVEMENTS NOT SHOWN.
SCALE: 1" = 100'

MANDLE SURVEYING, INC.

BY: *[Signature]*

UNITED STATES OF AMERICA

State of Louisiana



James H. "Jim" Brown
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
 the annexed and following is a True and Correct copy of the Articles
 of Incorporation of

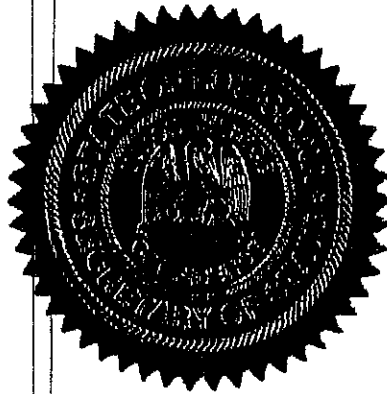
THE AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.,

A Louisiana corporation domiciled at Kenner,

As shown by comparison with document filed and recorded in this Office
 on March 11, 1982.

*In testimony whereof, I have hereunto set
 my hand and caused the Seal of my Office
 to be affixed at the City of Baton Rouge on,
 March 11, 1982.*

Jim Brown
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 Secretary of State



ARTICLES OF INCORPORATION
OF
THE AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, on this 11th day of March, 1982, personally came and appeared before me, the undersigned Notary Public, the several subscribers hereto, each of the full age of majority, who declared to me, in the presence of the undersigned competent witnesses, that, availing themselves of the provisions of the Louisiana Business Corporations Law, relative to non-profit corporations (La. R.S. 12:201 et seq), they do hereby organize themselves, their successors and assigns, into a corporation in pursuance of that law, under and in accordance with the following articles of incorporation:

ARTICLE I
NAME

The name of the corporation shall be THE AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II
DEFINITIONS

As used in these Articles of Incorporation, unless the context otherwise requires:

- A. Association means the corporation created by these Articles of Incorporation.
- B. Condominium refers to the immovable property and improvements thereon described on Exhibit "A-1" and the legal status thereof imposed by the establishment of a condominium regime affecting them.
- C. Condominium Unit means a condominium parcel susceptible of private ownership.
- D. Declaration of Condominium, an instrument in conformity with the provisions of La. R.S. 9:1121, et seq. executed and registered for the purpose of establishing the condominium form of ownership upon the immovable property and improvements thereon described in Exhibit "A-1".
- E. Member or Members means the Owner or Owners of individual Condominium Units in the Condominium who, by virtue of these Articles of Incorporation are members of the Corporation.
- F. Owner or Owners means the owner of individual Condominium Units in the Condominium.

All other words or phrases shall have the meanings ascribed to them in the Declaration of Condominium.

ARTICLE III
PURPOSE

The Association is organized for the purpose of operating and managing the Condominium for the use and benefit of the Unit Owners.

ARTICLE IV
POWERS

- A. To operate and manage the condominium for the use and benefit of the Owners of the Condominium Units as the agent of said Owners.
- B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium affecting the property described on Exhibit "A-1".

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accordance with the conditions set forth in the Declaration of Condominium and supporting documents.

ARTICLE VII REGISTERED AGENT AND OFFICE AND RESIDENT AGENT

The registered agent and resident agent upon whom service of process may be effected for the corporation is Donald C. Oster, Jr., and the registered office is 4234 Paradis Lane, Kenner, Louisiana.

ARTICLE VIII DIRECTORS

- A. Subject to the provisions of these Articles, the Declaration and the Act, all of the powers of this Association are vested in its Board of Directors.
- B. The Board of Directors shall consist of not less than three (3) nor more than nine (9) members.
- C. The exact number of directors, the procedure for their election, their term of office, qualifications, procedures for filing vacancies on the Board, procedures for removal of directors, compensation and the powers and duties of directors shall be established by the By-Laws of this Association.

ARTICLE IX DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the Association who shall hold office until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Donald C. Oster	4234 Paradis Lane Kenner, Louisiana 70062	Director and President
Donald C. Oster, Jr.	4234 Paradis Lane Kenner, Louisiana 70062	Director and Secretary/Treasurer
George L. Gibbs	Suite 180, 2800 Veterans Blvd. Metairie, Louisiana 70002	Director

ARTICLE X INCORPORATOR

The following constitute the original incorporator and subscriber of the Articles of Incorporation of this Association.

Donald C. Oster, 4234 Paradis Lane, Kenner, Louisiana and
Donald C. Oster, Jr., 4234 Paradis Lane, Kenner, Louisiana

ARTICLE XI BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors. The amendment, alteration or rescission of the By-Laws shall be by the Board of Directors, subject to the approval of not less than seventy-five (75%) percent of the Unit Owners as provided in Article V hereof.

ARTICLE XII AMENDMENTS TO ARTICLES OF INCORPORATION

SECTION 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by not less than seventy-five (75%) percent of the Unit Owners as provided in Article V hereof. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is made.

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SECTION 2. No amendment to the Articles of Incorporation which in any way changes the percentage of ownership owned by any member of a condominium parcel in the common elements of the Condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessment to be levied against any member for the operation and maintenance of the limited common elements or common elements of the Condominium may be made without the written approval of one hundred (100%) percent of the members.

SECTION 3. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Secretary of State of the State of Louisiana and the Recorder of Mortgages for the Parish of Jefferson, State of Louisiana.

ARTICLE XIII
ASSESSMENTS AND FUNDS

- A. All assessments paid by the owners of condominium parcels for the maintenance and operation of the Condominium, shall be utilized by the Association to pay for the cost of said maintenance and operation. The Association shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels except to the extent necessary to carry out the powers vested in it as agent for said members.
- B. The Association shall make no distribution of income to its members, directors or officers, and it shall be conducted as a non-profit corporation.
- C. Any funds held by the Association from its receipts, over and above its common expenses, shall be known as the common surplus of the Association and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the Condominium.
- D. Upon termination of the Condominium and dissolution or final liquidation of this Association, the distribution to the members of this Association of the common surplus in proportion to the percentage of their ownership in the common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIV
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

THUS DONE AND SIGNED at my office in the Parish and State aforesaid, on the day, month and year set forth above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Hugh Spaulding

Charlotte R. Ford

Donald C. Oster, Sr.
DONALD C. OSTER, SR.

Donald C. Oster, Jr.
DONALD C. OSTER, JR.

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MANDLE SURVEYING, INC.

LAND SURVEYORS METAIRE LA.

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March 4, 1982

LEGAL DESCRIPTION OF: Phase I of Lot X-2, Avant Garde, at Chateau Estates, Kenner, Jefferson Parish, La.

ONE CERTAIN TRACT OF LAND, together with all the buildings & improvements thereon, all rights, ways, privileges, servitudes & appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana, in that thereof designated as Phase I of Lot X-2. Said tract of land commences N-74°43'46"-W a distance of 310' from the corner of Holly Heights Drive & along the South right-of-way line of West Esplanade Ave. to the point of beginning. Thence along the South right-of-way line of West Esplanade Ave. N-74°43'46"-W a distance of 70' to a point; thence S-15°16'14"-W a distance of 120' to a point; thence N-86°06'21"-W a distance of 36.12' to a point; thence S-03°59'39"-W a distance of 52.34' to a point; thence N-86°06'21"-W a distance of 8.74' to a point; thence S-03°59'39"-W a distance of 210' to a point; thence S-86°06'21"E a distance of 33.74' to a point; thence S-03°59'39"-W a distance of 51.68' to a point; thence S-86°06'21"-E a distance of 70' to a point; thence N-03°59'39"-E a distance of 15' to a point; thence S-86°06'21"-E a distance of 80.51' to a point; thence S-03°59'39"-W a distance of 145' to a point; thence S-86°06'21"-E a distance of 222' to a point on the West right-of-way line of Holly Heights Drive. Thence N-03°53'39"-E along the West right-of-way line of Holly Heights Drive to a point; thence continue along the West right-of-way line of Holly Heights along a curve to the right having a radius of 1530.95' a distance of 177.67' to a point, thence N-74°43'46"-W a distance of 142.21' to a point; thence N-29°43'46"-W a distance of 25.46' to a point; thence N-70°37'11"-W a distance of 138.43' to a point; thence N-29°43'46"-W a distance of 23.92' to a point; thence N-15°16'14"-E a distance of 105' to the point of beginning. Phase I is bounded by Holly Heights Drive, West Esplanade Ave., Greater Holly Heights, Section 1 & Ole Miss Drive.

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EXHIBIT C

BY-LAWS

OF

THE AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

MEMBERS - (UNIT OWNERS)

SECTION 1. Eligibility. The Members of the Avant Garde Homeowners' Association, Inc., a Louisiana non-profit corporation, shall consist of the respective Unit Owners of the Property known as Avant Garde, A Condominium, located at 4234 Paradis Lane, Kenner, Louisiana in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration Creating and Establishing Condominium Property Regime, which declaration is recorded in the Jefferson Parish Conveyance Office in COB _____, folio _____. The word "Member" or "Members" (as are used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. Regular Meetings. The first regular annual meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date at the option of the Board provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred twenty (120) days after the earlier to occur on January 1, 1983 or the date on which the Declarant has sold and delivered its deed for at least 51% of the Units. For purposes of this provision, 51% of the Units shall mean Units which correspond in the aggregate to 51% of the undivided ownership of the Common Elements as set forth in Exhibit E of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of the Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such Meetings of the Unit Owners shall begin at 7:30 p.m. and shall be held at such place in Jefferson Parish, Louisiana and on such date as may be specified in a written notice of the meeting which shall be given to all Unit Owners at least ten (10) days prior to the date of such meeting.

SECTION 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board or by Unit Owners having at least two-fifths (2/5) of the votes entitled to vote at such meetings. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meetings, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. Delivery of Notice of Meetings. Notices of any meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. Voting. The aggregate number of votes for all Unit Owners shall be Fifty-Seven (57) and shall be divided among the respective Unit Owners, in accordance with their respective percentages of Ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

SECTION 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

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SECTION 8. Proxies. A Unit Owner may vote by proxy at any meeting of Unit Owners, provided such proxy is in writing and signed by the Unit Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary and shall be retained in the records of the Association.

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to herein as the "Board") shall consist of 3 to 9 members (hereinafter referred to as "Directors") Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as director receiving the greatest percentage of votes cast either in person or by proxy at the meeting shall be elected. Subject to the provisions of the last two sentences of this paragraph, the members of the First Board shall serve until the first regular meeting of members held after the date on which the Declarant has sold and delivered title for at least 51% of the units. At such meeting a new Board consisting of three to nine (3 to 9) directors shall be elected by the Unit Owners; one (1) member of such Board shall hold office for a term of one year and until his successor shall be elected and qualified, and one (1) other member of such board shall hold office for a term of two years and until his successor shall be elected and qualified, and one (1) other member of such board shall hold office for a term of three years and until his successor shall be elected and qualified. Upon the sale by the Declarant of Units which correspond in the aggregate to 51% of the undivided ownership of the Common Elements as set forth in Section II Paragraph V of the Declaration. Unit Owners shall be entitled to elect all the directors at a regular or special meeting of the members and simultaneously with the election of such Director one (1) member of the First Board to be selected by Declarant shall resign. Upon the sale by the Declarant of Units which correspond in the aggregate to 75% of the undivided ownership of the Common Elements as set forth in Exhibit D of the Declaration, Unit Owners other than Declarant shall be entitled to elect one (1) additional director at a regular or special meeting of the members, and simultaneously with the election of such director one (1) additional member of the First Board selected by Declarant shall resign. In no event shall Declarant's (the First Board's) control extend beyond the first regular meeting of members held after the date on which the Declarant has sold and delivered title for at least 51% of the Units.

SECTION 2. Qualification. Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall be considered his waiver of notice of said meeting.

SECTION 5. Removal. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements. Failure to attend three consecutive meetings of the Board shall be deemed to be cause for removal.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties:

(a) To make and collect assessments against members to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the Property.

(d) The reconstruction of improvements after casualty and the further improvement of the Property.

(e) To elect and remove the officers of the Association as hereinafter provided.

(f) To administer the affairs of the Association and the Property.

(g) To engage the services of an agent (hereinafter sometimes called the "Managing Agent"), to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board appointed as provided herein shall have authority to ratify and approve a management agreement between the Association and a Management Corporation which may be a corporation related to the Declarant, to act as Managing Agent for the Property subject, however, to the requirements of the Condominium Declaration.

(h) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof.

(i) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time.

(j) To provide for the maintenance, repair, and replacement of the Common Elements including maintenance of the private street running through the property and the subsurface sewerage and drainage and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent.

(k) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the service of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).

(l) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board.

(m) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable.

(n) To enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve.

(o) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.

(p) To enter into such contracts and agreements relating to the providing of maintenance, management and operational services outside the Property and for the providing of heated pumped domestic water to improve on the Property as the Board may deem advisable.

(q) To enter into such leases of portions of the Common Elements as the Board may deem advisable; and

(r) To exercise all other powers and duties of the Association of Unit Owners, and all powers and duties of a Board of Directors referred to in the Declaration of these By-Laws.

SECTION 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which have been reserved or retained by the Declarant, or which, by law, have been delegated to the Unit Owners.

ARTICLE III

Officers

SECTION 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall in general perform all the duties incident to the office of Secretary and who may be a representative of the Managing Agent;

(c) a Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided, that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term, of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners.

ARTICLE IV

ASSESSMENTS

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget for the year including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common elements. To the extent that the assessments and other

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cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and reserve for replacements, in reasonable amounts as determined by the Board. The annual budget shall not require an assessment of Unit Owners for common expenses in an amount exceeding one hundred fifteen percent (115%) of the common expenses for the preceding year unless such budget is approved by a majority vote of Unit Owners.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate interest in the Common Elements as set forth in Exhibit E of the Declaration in the interest in the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so each Unit Owner shall continue to pay each month the amount of his respective monthly assessment at last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

SECTION 4. Annual Budget. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for each year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made of each Unit Owner for his proportionate share of each supplemental budget.

SECTION 6. Expenditures. Except for the Management Agreement described in Exhibit II, Section 8(c) hereof and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Five Hundred Dollars (\$500.00), unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make such payment of the Common Expenses when due, the amount thereof, together with interest thereon at

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the rate of ten percent (10%) per annum from and after said Common Expenses becomes due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of any prior recorded mortgage held by any existing mortgage of the Property, its successors and assigns, an insurance company, bank, homestead, savings and loan or other financial institution or institutional investors on the interest of each such Unit Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or causes a receiver to be appointed. The provisions of this paragraph of this Section 7 shall not be amended, modified or rescinded in any way without the prior written consent of all such holders of a recorded mortgage encumbering any one or more Units in the Building.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessment, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorneys' fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses incurred. Such records and the vouchers authorizing the payments involved shall be available for examination by the Unit Owners at convenient hours during week days. Payment vouchers may be approved in such manner as the Board may determine. The Board shall cause to be maintained a separate account for each Unit which shall indicate the name and address of the Unit Owner, the amount of each assessment for Common Expenses, the date on which the Assessment becomes due, amounts paid on the account and any balance due.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

The Association shall, upon written request, provide written notification to a first mortgagee of any default on the part of a Unit Owner under the Declaration or the condominium constituent documents which is not cured within sixty (60) days.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such liens, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit E of the Declaration.

ARTICLE V

RULES AND REGULATIONS

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 Avant Garde Condominium Parcels, the following rules and regulations shall apply:

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1. USE AND OCCUPANCY RESTRICTIONS. Subject to the provision of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, storage areas, and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph, use of the Property by the Unit Owners shall be subject to the following restrictions:

- a. Nothing shall be stored in or upon the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;
- b. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;
- c. No waste shall be committed in or on the Common Elements;
- d. No Unit Owner or Occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph, radio or television loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property.
- e. Subject to Declarant's rights under the Paragraph 4d of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;
- f. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;
- g. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with repair or rebuilding of the Building or any portion thereof;
- h. Outdoor drying of clothes, bedding or similar items shall not be permitted;
- i. Parking of vehicles in parking areas shall be subject to the rules and regulations of the Board applicable thereto. A Parking Area shall

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not be used for other than parking one automobile except as otherwise specified by the Board. No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, including Parking Areas except in an area designated by the Association, nor shall they be parked on any residential street except while engaged in transport to or from a building. A Recreational Vehicle shall include for purposes of these Declarations, boats and boat trailers, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. All commercial and recreational vehicles shall be parked only in designated and assigned areas and not upon any residential street or alley. "Unused vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

j. Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

k. Motorcycles, motor bikes, motor scooters or other similar vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property.

l. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Unit and the pet's owner shall confine his dog for excretion to such areas as may be designed by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Unit of the Owner or ordered expelled from the Properties.

2. Leasing. No portion of any Condominium Unit, other than the entire Unit, shall be leased for any period and no Condominium Unit lease shall be for a term of less than six (6) months except as hereinafter provided. Any owner of any Condominium Unit who shall lease all of such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors of the Association. All leases shall be in writing. All such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject and subordinate in all respects to the provisions of this Declaration and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors of the Association may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. No Condominium Unit within the Condominium shall be rented without the consent of the Board of Directors of the Association for a period of less than six (6) months.

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 Condominium by the Declarant or the Association:

a. No noxious or offensive trade or activity shall be carried on within the Condominium 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 Condominium, 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.

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

c. Nothing shall be done or maintained in any Condominium Unit or upon any of the Common Elements which will increase the rate of insurance on any Condominium 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 Condominium Unit or upon the Common Elements which would be in violation of any law. No waste shall be committed on any of the Common Elements.

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 Condominium 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 Condominium Unit or upon any of the Common Elements, except during the initial construction phases of the various buildings and Units. 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 immoral, 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 Condominium 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 Condominium 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.

7. Garbage Pickup. Any dumpsters located within the Condominium development shall be a closed type so that the top or doors shall not be left open and all such dumpsters shall be serviced a minimum of twice per week.

8. Obstruction of Streets. In the event that the street or streets within the condominium development are blocked or used in such a manner so as to impair ingress and egress, then the Kenner Fire and Police Departments shall be notified by the Association.

ARTICLE VI

CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors;

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

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Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

AMENDMENTS

Subject to the requirements of Article IV, Section 7 hereof requiring the consent of certain lien holders under certain circumstances, these By-Laws may be amended, modified, or rescinded, from time to time, by means of an amendment of the Declaration, of which these By-Laws constitute a part. Any such amendment, modification or rescission shall be valid and effective only upon the recording thereof in the Office of the Register of Conveyances for the Parish of Jefferson, State of Louisiana. Any such recorded amendment, modification or rescission shall be maintained in the corporate records of the Association. These By-Laws may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant by the By-Laws of the Association, and the Board, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member, or Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant.

SECTION 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually incurred by him in connection herewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in this Article VIII.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committee, or Declarant, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agree-

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ment made by the Directors, Board, officers, members of such committees, or Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, member of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owner and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX

DEFINITION OF TERMS

The terms in these By-Laws, to the extent that they are defined in said Declaration, shall have the same definition as set forth in the Declaration Creating and Establishing Condominium Property Regime for Avant Garde, A Condominium, recorded in the Conveyance Office for the Parish of Jefferson, State of Louisiana in COB _____, folio _____, as the same may be amended from time to time. The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

The foregoing were adopted as the By-Laws of Avant Garde, A Condominium, a corporation not for profit under the laws of the State of Louisiana at the first meeting of the Board of Directors.

Dated this 11th day of March, 1982.

Donald C. Carter, Jr.

 SECRETARY

APPROVED:

Donald C. Carter

PRESIDENT

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EXHIBIT "D"

PERCENTAGE OF UNDIVIDED OWNERSHIP
OF THE COMMON ELEMENTS AND OF
LIABILITY FOR COMMON EXPENSE

Each Unit Owner's percentage ownership in the Common Elements and share in the Common Expenses shall consist of a 1/57th interest. Said ownership interest shall be an undivided interest in accord with said percentage or fractional interest. The percentage of undivided interest in the common areas allocable to each Unit shall be allocated equally to each Unit.

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EXHIBIT E

RULES AND REGULATIONS OF AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.

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 Avant Garde Condominium Parcels, the following rules and regulations shall apply:

1. USE AND OCCUPANCY RESTRICTIONS. Subject to the provision of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, storage areas, and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph, use of the Property by the Unit Owners shall be subject to the following restrictions:

- a. Nothing shall be stored in or upon the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;
- b. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;
- c. No waste shall be committed in or on the Common Elements;
- d. No Unit Owner or Occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph, radio or television loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property.
- e. Subject to Declarant's rights under the Paragraph 4d of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;
- f. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;
- g. No structure of a temporary character, trailer, tent, shack, garage, barn, or other building shall be permitted on the Property at any

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time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with repair or rebuilding of the Building or any portion thereof;

h. Outdoor drying of clothes, bedding or similar items shall not be permitted;

i. Parking of vehicles in parking areas shall be subject to the rules and regulations of the Board applicable thereto. A Parking Area shall not be used for other than parking one automobile except as otherwise specified by the Board. No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, including Parking Areas except in an area designated by the Association, nor shall they be parked on any residential street except while engaged in transport to or from a building. A Recreational Vehicle shall include for purposes of these Declarations, boats and boat trailers, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. All commercial and recreational vehicles shall be parked only in designated and assigned areas and not upon any residential street or alley. "Unused vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

j. Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

k. Motorcycles, motor bikes, motor scooters or other similar vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property.

l. No animals of any kind over five pounds in weight shall be raised, bred or kept on any of the Properties. All such animals shall be subject to the Rules and Regulations established by the Association. Dogs shall be leashed at all times when outside a Unit and the pet's owner shall confine his dog for excretion to such areas as may be designed by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Unit of the Owner or ordered expelled from the Properties.

2. Leasing. No portion of any Condominium Unit, other than the entire Unit, shall be leased for any period and no Condominium Unit lease shall be for a term of less than six (6) months except as hereinafter provided. Any owner of any Condominium Unit who shall lease all of such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors of the Association. All leases shall be in writing. All such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject and subordinate in all respects to the provisions of this Declaration and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors of the Association may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. No Condominium Unit within the Condominium shall be rented without the consent of the Board of Directors of the Association for a period of less than six (6) months.

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 Condominium by the Declarant or the Association:

a. No noxious or offensive trade or activity shall be carried on within the Condominium 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 Condominium, 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, excepting those areas designated for storage of personal property by the Owners of the Condominium Units.

c. Nothing shall be done or maintained in any Condominium Unit or upon any of the Common Elements which will increase the rate of insurance on any Condominium 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 Condominium Unit or upon the Common Elements which would be in violation of any law. No waste shall be committed on any of the Common Elements.

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 Condominium 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 Condominium Unit or upon any of the Common Elements, except during the initial construction phases of the various buildings and Units. 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 immoral, 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 Condominium 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 Condominium 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.

7. Garbage Pickup. Any dumpsters located within the Condominium development shall be a closed type so that the top or doors shall not be left open and all such dumpsters shall be serviced a minimum of twice per week.

8. Obstruction of Streets. In the event that the street or streets within the condominium development are blocked or used in such a manner so as to impair ingress and egress, then the Kenner Fire and Police Departments shall be notified by the Association.

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EXHIBIT F

STATEMENT OF
ESTIMATED INITIAL
OPERATING BUDGET
OF AVANT GARDE HOMEOWNERS'
ASSOCIATION, INC.

Insurance	\$55,278.00	(\$18.50 per month per unit)
Reserves for roof, pool, siding, parking lots, and maintenance and repair	\$45,716.40	(\$15.30 per month per unit)
Yard and common area maintenance	\$43,326.00	(\$14.50 per month per unit)
Water	\$23,007.60	(\$7.70 per month per unit)
Management fee	\$20,916.00	(\$7.00 per month per unit)
Garbage removal fee	\$ 8,964.00	(\$3.00 per month per unit)

*Inst # 1006447
3-18-82*

AVANT GARDE HOMEOWNERS' ASSOCIATION
250 AVANT GARDE CIRCLE
KENNER, LA 70065
(504) 469-5959 FAX (504) 464-4093

Sharon Bridges, President
Margaret Chanove, Secretary
Holly Dickman, Treasurer
Curtis Armond, Director

Lenny Capps, Director
Hillary Clark, Director
Tony Fortier, Director
Helen Alura, Director

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ADDENDUM TO
AVANT GARDE HOMEOWNERS' ASSOCIATION
REVISED RULES AND REGULATIONS

EFFECTIVE APRIL 1, 2002 THE FOLLOWING RULES AND REGULATIONS WILL BE
INSTALLED & ENFORCED:

- 1) AVANT GARDE HOMEOWNERS' ASSOCIATION WILL HEREBY ENFORCE A VIOLATION UPON ANY HOMEOWNER WHO DOES NOT PICK UP AFTER THEIR PET'S WASTE ANYWHERE ON THE ENTIRE PREMISES OF AVANT GARDE. THE FENCE LINE IS NO LONGER A "FREE ZONE."
- 2) HOMEOWNERS ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF THEIR INDIVIDUAL PORCH LIGHTS, INCLUSIVE OF LIGHT BULBS, AND GLOBE SURROUNDING. THE STANDARDS COMMITTEE WILL MONITOR THIS ACCORDING TO THE BY-LAWS, AND PROPERTY APPEARANCE REGULATIONS.
- 3) WITH NO EXCEPTIONS, CHILDREN TWELVE (12) AND UNDER MUST BE ACCOMPANIED BY AN ADULT EIGHTEEN (18) OR OVER AT ALL TIMES WHILE RECREATING ON THE COMMON AREA PREMISES OF AVANT GARDE.

THIS ADDENDUM TO THE RULES & REGULATIONS FOR AVANT GARDE HOMEOWNERS' ASSOCIATION ARE APPROVED AND ACCURATE BY THE BOARD OF DIRECTORS REPRESENTED BY:

Name	<i>Sharon Bridges</i>	Title	<i>President</i>	Date	<i>3/25/02</i>
Name	<i>Margaret Chanove</i>	Title	<i>Secretary</i>	Date	<i>3/25/02</i>
Name	<i>Holly Dickman</i>	Title	<i>Treasurer</i>	Date	<i>3/25/02</i>

Witnessed by
Name *Arnell Swanson* Title *Office Manager* Date *3-26-02*

4. Notices. Upon written request to the Association, the holder of any recorded mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage.

5. Liens. The lien for common expenses payable by a Unit Owner shall be subordinate to the lien for a recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share accruing after the mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage. This paragraph shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees of record.

6. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make individual mortgages on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the property or any part thereof, except of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

XIX.

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.

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

WITNESSES:



JOHN F. WEEKS, II

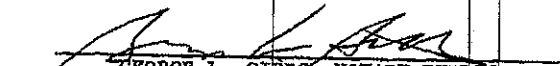


T. ALLEN USRY

DONALD C. OSTER & ASSOCIATES, INC.

BY: 

DONALD C. OSTER, PRESIDENT



GEORGE L. GIBBS, NOTARY PUBLIC

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Handwritten initials and numbers:
C.M.
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AGREEMENT

THIS AGREEMENT, entered into this 31st day of December, 1982, by and between DONALD C. OSTER & ASSOCIATES, INC., a Louisiana corporation, appearing herein through its duly authorized representative (hereinafter referred to as "Developer"), and AVANT GARDE HOMEOWNERS' ASSOCIATION, INC., a Louisiana non-profit corporation, appearing herein through its duly authorized representative (hereinafter referred to as "Association").

FILED FOR RECORD

SEP 26 1984

WHEREAS, Developer is the owner of a certain Parcel X-3 of land situated in Chateau Estate Subdivision, City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof designated as Parcel X-3, as more fully described in Exhibit "A" annexed hereto and made a part hereof; and

CLERK OF COURT
PARISH OF JEFFERSON, LA

26 SEPT 1984 11:25 A.M. B. 48 4840 REG. #15 0001

WHEREAS, Developer intends to construct a two-story office building condominium to be known as the 671 West Esplanade Building, a Condominium, on said Parcel X-3; and

WHEREAS, Developer is the owner of that portion of the immovable property in Parcel X-2, Chateau Estates Subdivision, which has not been submitted to the provisions of the Declaration Creating and Establishing Condominium Property Regime for Avant Garde, a Condominium, which property is more fully described in Exhibit "B" annexed hereto and made a part hereof; and

WHEREAS, Developer intends to construct, in phases, additional condominium units on said Parcel X-2 and to submit said condominium units to the provisions of the Declaration Creating and Establishing Condominium Property Regime for Avant Garde, a Condominium; and

WHEREAS, Association is the governing body composed of all of the unit owners of Avant Garde, a Condominium, and the entity responsible for the administration and operation of the condominium property; and

WHEREAS, Association is cognizant of the aforedescribed future development plans of Developer; and

WHEREAS, Developer and Association are desirous of permitting certain portions of the common element parking areas of the proposed 671 West Esplanade Building, a Condominium, and of Avant Garde, a Condominium, to be used by each other upon completion of the improvements to be constructed by Developer on Parcel X-3.

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EXHIBIT "A"

ONE CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana, in that thereof designated as Parcel X-3 on a resubdivision plan of Mandle Surveying, Inc., dated July 2, 1981, and according to which plan said parcel is described as follows:

PARCEL X-3:

Said tract of land commences at the corner of West Esplanade Avenue and Holly Heights Drive, the point of beginning. Thence proceed S-15°16'14"-W a distance of 23.70' to a point; thence a distance of 126.30' along Holly Heights Drive; thence N-74°43'46"-W, a distance of 142.21'; thence N-29°43'46"-W a distance of 25.46'; thence N-15°16'14"-E a distance of 131.85'; thence S-74°43'46"-E a distance of 155' to the point of beginning. All as more fully shown on survey by Sterling Mandle, Land Surveyor, dated July 2, 1981, a copy of which is attached hereto and made a part hereof.

Being a portion of the same property acquired by Donald C. Oster & Associates, Inc. from Esplanade Investment Company--a Partnership in Commendam, by act before George L. Gibbs, Notary Public, dated April 15, 1981, registered in COB 1001, folio 924, on April 16, 1981.

EXHIBIT "B"

ONE CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana, in that thereof designated as Parcel X-2 on a resubdivision plan of Mandle Surveying, Inc., dated July 2, 1981, and according to which plan said parcel is described as follows:

PARCEL X-2:

Said tract of land commences 150.00' from the corner of West Esplanade Avenue and Holly Heights Drive, the point of beginning. Thence proceed S 15°16'14" W a distance of 177.67' to a point; thence S 3°53'39" W a distance of 161.36' along Holly Heights Drive; thence N 86°06'21" W a distance of 1,175.00'; thence N 3°53'39" E a distance of 265.00'; thence N 50°03'48" E a distance of 103.97'; thence N 3°53'39" E a distance of 263'; thence, S 86°06'21" E a distance of 396.05' to a point; thence S 74°43'46" E a distance of 420.00'; thence S 15°16'14" W a distance of 131.85'; thence S 29°43'46" E a distance of 25.46'; thence S 74°43'46" E a distance of 142.21' to the point of beginning. All as more fully shown on survey by Sterling Mandle, Land Surveyor, dated July 2, 1981, a copy of which is attached hereto and made a part hereof.

Being a portion of the same property acquired by Donald C. Oster & Associates, Inc. from Esplanade Investment Company--a Partnership in Commendam, by act before George L. Gibbs, Notary Public, dated April 15, 1981, registered in COB 1001, folio 924, on April 16, 1981.

LESS AND EXCEPT the following portions of Parcel X-2 which have been submitted to the provisions of the Louisiana Condominium Act as per Declaration Creating and Establishing Condominium Property Regime for Avant Garde, a Condominium, before George L. Gibbs, Notary Public, dated March 17, 1982, registered in the Parish of Jefferson at COB 1021, folio 817, together with all amendments thereto, which amendments are: First Amendment to Condominium Declaration of Avant Garde, a Condominium, by act before Andrew Joffe, Notary Public, dated September 20, 1982, registered in COB 1032, folio 620; Second Amendment to Condominium Declaration of Avant Garde, a Condominium, by act before George L. Gibbs, Notary Public, dated September 29, 1982, registered in COB 1033, folio 279; Third Amendment to Condominium Declaration of Avant Garde, a Condominium, by act before George L. Gibbs, Notary Public, dated December 21, 1982, registered in COB 1040, folio 184:

- (a) ONE CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof designated as Phase I of Lot X-2. Said tract of land commences N 74 degrees 43 minutes 46 seconds W, a distance of 310 feet from the corner of the westerly right-of-way line of Holly Heights Drive and the southerly line of West Esplanade Avenue. From said Point of Beginning, run thence N 74 degrees 43 minutes 46 seconds W, along the southerly line of West Esplanade Avenue, a distance of 70 feet to a point; thence S 15 degrees 16 minutes 14 seconds W, a distance of 120 feet to a point; thence N 86 degrees 06 minutes 21 seconds W, a distance of 36.12 feet to a point; thence S 03 degrees 59 minutes 39 seconds W, a distance of 52.34 feet to a point; thence N 86 degrees 06 minutes 21 seconds W, a distance of 8.74 feet to a point; thence S 03 degrees 59 minutes 39 seconds W, a distance of 210 feet to a point; thence S 86 degrees 06 minutes 21 seconds E, a distance of 33.74 feet to a point; thence S 03 degrees 59 minutes 39 seconds W, a distance of 51.68 feet to a point; thence S 86 degrees 06 minutes 21 seconds E, a distance of 70 feet to a point; thence N 03 degrees 59 minutes 39 seconds E, a distance of 15 feet to a point; thence S 86 degrees 06 minutes 21 seconds E, a distance of 80.51 feet to a point; thence S 03 degrees 59 minutes 39 seconds W, a distance of 145 feet to a point; thence S 86 degrees 06 minutes 21 seconds E, a distance of 222 feet to a point on the westerly right-of-way line of Holly Heights Drive; thence N 03 degrees

53 minutes 39 seconds E, along said right-of-way line, a distance of 161.36 feet to a point; thence continuing along said right-of-way line, along a curve to the right having a radius of 1530.95 feet, an arc distance of 177.67 feet to a point; thence N 74 degrees 43 minutes 46 seconds W, a distance of 142.21 feet to a point; thence N 29 degrees 43 minutes 46 seconds W, a distance of 25.46 feet to a point; thence N 70 degrees 37 minutes 11 seconds W, a distance of 138.43 feet to a point; thence N 29 degrees 43 minutes 46 seconds W, a distance of 23.92 feet to a point; thence N 15 degrees 16 minutes 14 seconds E, a distance of 105 feet to the Point of Beginning. Phase I is bounded by Holly Heights Drive, West Esplanade Avenue, Greater Holly Heights, Section 1, and Ole Miss Drive.

- (b) ONE CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in CHATEAU ESTATES, CITY OF KENNER, in the PARISH OF JEFFERSON, STATE OF LOUISIANA, in that part thereof designated as SUBPHASE I of PHASE II of LOT X-2. Said tract of land commences N 74 degrees, 43 minutes, 46 seconds W a distance of 310 feet from the corner of Holly Heights Drive and along the South right-of-way line of West Esplanade Avenue to a point; thence along the South right-of-way line of West Esplanade Avenue N 74 degrees, 43 minutes, 46 seconds W a distance of 70 feet to a point; thence S 15 degrees, 16 minutes, 14 seconds W a distance of 120 feet to a point; thence N 86 degrees, 06 minutes, 21 seconds West a distance of 36.12 feet to the point of beginning; thence S 03 degrees, 59 minutes, 39 seconds, W a distance of 52.34 feet to a point; thence N 86 degrees, 06 minutes, 21 seconds W a distance of 8.74 feet to a point; thence S 03 degrees, 59 minutes, 39 seconds W a distance of 210 feet to a point; thence S 86 degrees, 06 minutes, 21 seconds E, a distance of 33.74 feet to a point; thence S 03 degrees, 59 minutes, 39 seconds W a distance of 51.68 feet to a point; thence S 86 degrees, 06 minutes, 21 seconds E a distance of 70 feet to a point; thence N 03 degrees, 59 minutes, 39 seconds, E a distance of 15 feet to a point; thence S 86 degrees, 06 minutes, 21 seconds E a distance of 80.51 feet to a point; thence S 03 degrees, 59 minutes, 39 seconds W a distance of 145 feet to a point; thence N 86 degrees, 06 minutes, 21 seconds W a distance of 218 feet to a point; thence N 03 degrees, 59 minutes, 39 seconds E a distance of 123 feet to a point; thence N 86 degrees, 06 minutes, 21 seconds W a distance of 50 feet to a point; thence N 03 degrees, 59 minutes, 39 seconds E a distance of 321.02 feet to a point; thence S 86 degrees, 06 minutes, 21 seconds E a distance of 92.49 feet to the point of beginning; all as shown on plat of survey by Sterling Mandle, R.L.S., dated March 4, 1982, revised and recertified August 18, 1982.
- (c) ONE CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Chateau Estates, City of Kenner, in the Parish of Jefferson, State of Louisiana. Said tract of land commences N 74 degrees, 43 minutes, 46 seconds W a distance of 380 feet from the corner of Holly Heights Drive and along the South right-of-way line of West Esplanade Avenue to the point of beginning; thence along the South right-of-way line of West Esplanade Avenue N 74 degrees, 43 minutes, 46 seconds W a distance of 195 feet to a point; thence N 86 degrees, 6 minutes, 21 seconds W a distance of 31.05 feet to a point; thence S 03 degrees, 53 minutes, 39 seconds W a distance of 155.98 feet to a point; thence S 86 degrees, 6 minutes, 21 seconds E a distance of 198.61 feet to a point; thence N 15 degrees, 16 minutes, 14 seconds E a distance of 120 feet to the point of beginning. All as more fully shown on survey by Sterling Mandle, Land Surveyor, dated January 6, 1983.

84-45657

NOW, THEREFORE, in consideration of the mutual undertakings and promises of the parties hereinafter set forth, it is agreed as follows:

1. Upon completion of the aforescribed office building condominium to be constructed by Developer on Parcel X-3, the parking lot in the rear of said office building shall be available for daily use by all Avant Garde Condominium unit owners and their guests between the hours of 6:00 p.m. and 8:00 a.m.

2. Upon completion of the improvements to be constructed on a portion of Sub-Phase II of Parcel X-2 and to be known as Building No. 6, and the submission thereof to the provisions of the Declaration Creating and Establishing Condominium Property Regime for Avant Garde, a Condominium, the parking lot in front of said Building No. 6 shall be available for use by all 671 West Esplanade Building Condominium unit owners and their tenants, guests and employees, as well as the employees and guests of any tenant of such unit owner between the hours of 8:30 a.m. and 6:00 p.m., Monday through Friday.

THUS DONE AND EXECUTED, in multiple originals, on the day first hereinabove written.

WITNESSES:

James A. [Signature]
John W. [Signature]

DONALD C. OSTER & ASSOCIATES, INC.

BY: [Signature]
Donald G. Oster, Jr., Vice-President

AVANT GARDE HOMEOWNERS' ASSOCIATION, INC.

BY: [Signature]
Donald G. Oster, President

AVANT GARDE HOMEOWNERS' ASSOCIATION
250 AVANT GARDE CIRCLE
KENNER, LA 70065

BY LAW CHANGES (ADDENDUM)

The following By-Law changes have been approved and passed:

Article 4. Responsibility. "If the casualty damage is only to those parts of one or more units, for which the responsibility of maintenance and repair is that of the unit owner then such owner shall be responsible for reconstruction and repair after casualty. The responsibility of reconstruction and repair after casualty shall NEVER be that of the association."

The following By-Laws have been added effective July 24, 2003:

1. Remove all reference to Donald C. Oster.
2. Increase expenditures by Board of Directors to \$1000 without Board approval regarding maintenance of common area.
3. Change weight limit for pets to 35lbs at mature weight.
4. Change past due date for condo fees from the 10th to the 15th.
5. Allow for removal of a board member by a (2/3) majority vote of the sitting Board, with the particular board member whose status is being voted on, not voting.
6. Vehicles / Parking By-Law change

Parking of vehicles in parking areas shall be subject to the rules and regulations of the Board applicable thereto. All vehicles must be registered with the Avant Garde Office in order to obtain an Avant Garde Parking Sticker. This sticker must be placed in window of vehicle which is visible to the outside. Only those vehicles belonging to owner/residents of Avant Garde and with a valid parking permit will be allowed to park within the premises on a continual basis. Visitor parking is defined as anyone visiting an owner/resident of Avant Garde for a period of twenty-four (24) hours or less, and does not require a parking permit. Any visitor requesting to stay longer than twenty-four (24) hours may obtain a temporary visitor parking permit at the Avant Garde office. This does not include second vehicles owned by owners/residents with an Avant Garde Parking Sticker. Second vehicles owned by owners/residents who have a valid Parking Permit will be allowed to park within the premises. A Parking Area shall not be used for other than parking one "Regularly Used" automobile except as otherwise specified by the Board. A "Regularly Used Automobile" is defined as one that is properly in compliance with all State and Local laws and being driven by a resident at least three days of each week. All "Unused" Vehicles or Automobiles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. "Unused Vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A warning notice shall be placed on any "Unused" and "Non Road Worthy Vehicles." This notice will give the owner seventy-two (72) hours to comply with the Rules and Regulations as set forth herein. If compliance is not met, a Final warning will be placed on the vehicle. If compliance is still not met, the vehicle will be towed at the expense of the owner.

No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, nor shall they be parked on any residential street except while engaged in transport to and from a building. A Recreational Vehicle shall include, for the purpose of these Declarations, boats, boat trailers, water vehicles, limousines, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, campers, camping trailers, or trailers of any type.

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10374870 CONVEYANCE BOOK 3110 PAGE 360

Common Area Changes:

1. Allow homeowners the option of having an approved white or Avant Garde Brown painted front door.

Rules & Regulations:

1. The current guest limit of two (2) guests per unit while in the amenity area has been changed to allow four (4) guests per unit while in the amenity area. All signs in the amenity area will be changed to reflect this regulation change, and this may be included in with the new Rules and Regulation Packet.

Sharon Bridges
Sharon Bridges, President

Connie S. Montgomery
Notary Public

Archer N. Truscott
Witness

Stephanie
Witness