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ACT OF DECLARATION –THE COLISEUM PARK CONDOMINIUMS
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**ACT OF DECLARATION
CREATING AND ESTABLISHING
THE CONDOMINIUM REGIME**

THE COLISEUM PARK CONDOMINIUMS

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**ACT OF DECLARATION
OF THE COLISEUM PARK CONDOMINIUMS
BY
ALEXANDER F. EAGLE, IV**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS
CITY OF NEW ORLEANS**

BE IT KNOWN, effective as of this 24th day of May, 2005, before me, **CARL J. LITTLE**, a Notary Public duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

ALEXANDER F. EAGLE, IV, a person of the full age and majority, and a resident of and domiciled in Washington, District of Columbia

Address: 1711 Massachusetts Ave. NW, No. 113
Washington, D.C. 20036

(hereinafter **Declarant**)

who declared:

Recitals:

- A. Declarant is the owner of that certain immovable property situated in the First District of the City of New Orleans, Square 199, Lot "1", which property is described more particularly in Exhibit "B" attached hereto and made a part hereof; and
- B. Declarant desires to submit such property to a condominium regime pursuant to and in accordance with the Louisiana Condominium Act (La. R. S. 9:1121.101, et seq.), and to provide for certain matters in connection therewith.

NOW, THEREFORE, Declarant, as owner of the property described above and for the purposes set forth herein, hereby declare, on behalf of itself, its successors, assigns and grantees and their respective heirs, successors, assigns and grantees, as follows:

**ARTICLE I.
DEFINITIONS**

As used in this condominium Declaration or elsewhere in the Condominium Documents, or unless the context otherwise requires, the following terms shall have the definitions contained in the Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.) and as more particularly provided in this Article:

Act. The Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.) as it may be amended.

Assessment. That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing, and managing the Condominium Property, that from time to time is assessed against and paid by all of some of the Unit Owners, as hereinafter provided.

Association. The Coliseum Park Condominium Association, Inc. a Louisiana nonprofit corporation, and its successors, which is the governing body of the Unit Owners and the entity responsible through its Board of Director for the administration and operation of the Condominium Property; the Articles of Incorporation and By-Laws of the Association are annexed hereto and made a part hereof as Exhibit "C" and Exhibit "D", respectively.

Board. The Board of Directors of the Association.

Building Plan. The plan of the Building prepared by the Surveyor, Gilbert, Kelly & Couturie, Inc. dated April 1, 2005, consisting of six (6) sheets attached hereto as Exhibit "E".

Building. The two-story building and read dependency which forms part of the building are situated upon the Land, together will all additions made thereto, 1703 Coliseum Street contains Units 1, 2, and 3 and 1410-1412-1414 Euterpe Units 1410, 1412, and 1414. The buildings are situated upon the land, which building constitute the Condominium Property, as shown on the Plat of Survey and Building Plan (Exhibit "F" & "E").

Common Elements. All that portion of the Condominium Property, whether movable or unmovable this is not contained within the boundaries any of the individual Units, including, without question, the following:

- (a) The Land, shown on the Plat of Survey and Building Plan;
- (b) All foundations and structural components of any improvements constituting a portion of the Condominium Property (Including, without limitation, exterior walls, walls dividing the two Units, columns, beams, brackets, bridging, structural steel plates and connectors, and roofs), gutters and downspouts;
- (c) All water, sanitary sewer, electric power, natural gas, heating, ventilation, and air conditioning pipes, ducts, conduits, wiring, panels, lines, and other associated equipment, except to the extent any of the foregoing is located entirely within a Unit and serves such Unit exclusively;

- (d) All other elements marked and shown as Common Elements on the Building Plan;
- (e) Any other portion of the Condominium Property not located in, or forming any part of any of the Units, and either (i) desirable or rationally of common use or benefit, or (ii) necessary to the existence, maintenance, safety and security of the Condominium created by this Condominium Declaration.
- (f) The porch, entrance hall, stairwell, and laundry room located in 1703 Coliseum as designated on the building plan is a common element;
- (g) The outside courtyard; and
- (h) A portion of the Common Elements constitutes "Limited Common Elements" as defined below.

Common Expenses. The expenses for the management and maintenance of the Condominium Property, for which the Unit Owners are liable to the Association and which shall include, but are not limited to, the estimated cost of:

- (a) Taxes of all kinds that may be levied against the Association, as well as property taxes and property use of service taxes, except charges levied directly against the Unit Owners;
- (b) Insurance, maintenance, management, operation, administration, repair and replacement of the Common Elements and those parts, if any, of the Units as to which, pursuant to other provisions hereof, the Association has the responsibility of maintenance, repair and replacement;
- (c) Utilities charges and maintenance or service charges incurred in operation or maintenance of the Common Elements as well as gas and water charges not otherwise paid by the Unit Owners;
- (d) Premiums for liability and casualty insurance carried by the Association for designated parts of the Condominium Property;
- (e) Cost of management and administration of the Association, including, without limitation, compensation paid by the Association to the Manager, accountants, attorneys, and other professional firms or employees;
- (f) Reserves for replacement and repair of Common Elements;

- (g) Any other items described as Common Expenses in any of the Condominium Documents or the Act;
- (h) The cost of any other items the Board approves as Common Expenses which in accordance with sound principles of property management is of a use or benefit to, or relates to the existence, maintenance, safety or security of, the Condominium;
- (i) All exterior porches, stairs, steps and balconies considered Limited Common Elements to a particular unit shall be and form a part of the Common Expenses and will be maintained and repaired by the Association out of the Association Budget.

Common Surplus. Excess of income of the Association over Common Expenses.

Condominium. The condominium created by this Condominium Declaration.

Condominium Declaration. This Act of Declaration Creating and Establishing a Condominium Regime for The Coliseum Park Condominiums.

Condominium Documents. This Condominium Declaration and the exhibits hereto annexed, as the same from time to time may be amended. Said exhibits which are by this reference made a part of this Condominium Declaration are as follows:

EXHIBIT A	Description of Land
EXHIBIT B	Articles of Incorporation of The Coliseum Park Condominium Association, Inc.
EXHIBIT C	By-Laws of The Coliseum Park Condominium Association, Inc.
EXHIBIT D	Building Plan
EXHIBIT E	Plat of Survey
EXHIBIT F	Unit Designations, Unit Owners, Common Element Percentage of Ownership Interest and Monthly Condominium Association Assessment
EXHIBIT G	Initial Budget
EXHIBIT H	Rules and Regulations for The Coliseum Park Condominium Association, Inc.

Condominium Parcel. A Unit together with an undivided interest in the Common Elements set forth in Exhibit "E", which is an inseparable component of each Unit.

Condominium Property. All interest in (i) the Land, (ii) the improvements on the Land, including, without limitation, the Buildings, all other servitudes and rights appurtenant to any of the foregoing.

Declarant. Alexander F. Eagle, IV, a person of the full and majority and a resident of and domiciled in Washington, D.C. his successors, assigns, and grantees.

Land. The parcel(s) of land described on Exhibit "A".

Limited Common Elements. Any of the Common elements exclusively serving one or more but not all of the Units, as an inseparable or essential appurtenance thereto or thereof, the enjoyment, benefit or use of which is reserved exclusively to the lawful Occupants of each Unit(s) subject to any servitudes, restrictions and limitations contained herein or of record, and as provided for in this Condominium Declaration, the Plat of Survey and Building Plan, or as provided for by the Board. The Limited Common Elements are those Common Elements designated as such on the Plat of Survey the Plat of Building, and such other Common Elements as are from time to time agreed upon by the Unit Owners or by the Board to be reserved for the exclusive use of one or more, but not all of the Units. The condominium Documents designate certain Limited Common Elements for specific Unit Owners. The Limited Common Elements shall include, without limitation, any air handlers, compressors, condensers, pipes, ducts, electrical wiring and conduits not owned by third parties and not located within a Unit but serving only one or more but not all of the Units, and any portions or perimeter walls, floors, and ceilings, doors, hardware, vestibules, windows, and entry ways and all associated fixtures and structures lying outside the boundaries of the Unit(s) but reserved to the exclusive use or benefit of one or more but not all of the Units.

The stairs, steps, porches and balconies designated as Limited Common elements on the Survey and exclusively serving a particular Unit. The storage room on the third floor of 1703 Coliseum Street is a Limited Common Element to Unit 3.

Management Agreement. Any agreement by and between the Associations and the Manager or any other agreement then in effect, providing for the management of the Condominium Property.

Mortgagee. A person or legal entity holding a mortgage note secured by a first mortgage lien affecting a Condominium Parcel owned by a Unit Owner.

Occupant. Person or persons, whether or not a Unit Owner, in possession of all or part of a Unit.

Plat of Survey. Survey plat prepared by the Surveyor, showing the Land and the location of the improvements thereon, a copy of which is attached hereto as Exhibit "F".

Share. The share to be determined by percentage based on square footage to Unit Owners as provided in this Condominium Declaration for purposes of computing interest in the

Common Elements, the liability for Common Expenses, and rights to Common Surplus in the Association.

Surveyor. Gilbert, Kelly & Couturie, Inc.

Unit. Those parts of the Condominium Property which are situated within the Building and which are intended for independent use and occupancy as residences and are subject, to individual ownership. Each Unit shall also include such accessory rights and obligations as are hereinafter stipulated.

Unit Owner. The record owner or the owners in indivision of a Unit, who may be one or more natural persons, firms, corporations, partnerships, limited liability companies, associations, trusts, or other legal entities, including without limitation the Declarant, capable of holding title to immovable property, whether one or more persons.

ARTICLE II.

DECLARATION CREATING CONDOMINIUM.

The Condominium Property is hereby submitted to a condominium regime, and from and after the date of the recording of this Condominium Declaration in the office of the Register of Conveyances for the Parish of Orleans, State of Louisiana, the Condominium Property shall be and continue to be subject to the Act, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdraw in accordance with the provisions of the Act and this Condominium Declaration. The Condominium Property shall be known as "The Coliseum Park Condominiums".

ARTICLE III.

UNITS

1. **Immovable Property.** Each Unit, together with an undivided interest in the Common Elements as hereinafter described, and all appurtenances to each Unit, shall for all purposes constitute a separate parcel of immovable property which may be owned, conveyed, transferred, and encumbered in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property and subject only to the provisions of this Condominium Declaration.
2. **Unit Designation.** All Units in the Building situated on the Condominium Property are delineated on the Building Plan and Plat of survey, and the Unit designations which shall be used to legally describe and identify each Unit, which shall consist of the prefix "Unit" followed by the designation. More particularly, 1703 Coliseum Street contains Units 1, 2

and 3, and 1410 – 1414 Euterpe Street, contains Units 1410, 1412, and 1414, said Units more particularly described on Exhibit “G”.

The Unit designations shall be considered the legal designation of the Units for purposes of describing any Unit and shall be so used in any sale, mortgage, or other instrument or Act conveying or transferring any interest or right in a Unit.

3. **Unit Ownership.** Ownership of a Unit shall include, and the same shall pass with each Unit as an inseparable component part of Unit ownership, whether or not separately described, conveyed, transferred or encumbered, the following:
- (a) An undivided percentage interest in the Common Elements, all as provided in this Condominium Declaration;
 - (b) The exclusive right to use certain Limited Common elements, as provided in this Condominium Declaration;
 - (c) An obligation to pay a portion of the Common Expenses of the Association, as provided in this Condominium Declaration, and subject to the adjustments in such portion as provided in the Condominium Declaration;
 - (d) An undivided percentage interest in the Common Surplus, all as provided in the Condominium Declaration.
 - (e) Association membership, and all rights, privileges and obligations enduring therefrom, as provided in this Condominium Declaration;
 - (f) All servitudes established pursuant to this Condominium Declaration for the benefit of the Unit; and
 - (g) Such other interests, rights, and obligations as are provided in the Condominium Documents or by the Act.
4. **Unit Description and Boundaries.** Units 1, 2, and 3 and Units 1410, 1412, and 1414 shall be bounded horizontally and vertically as shown and described on the Building Plan, subject to such servitudes and encroachments as are contained in the specific building in which the Unit is situated, whether such servitudes and encroachments exist now or are created by virtue of this Declaration, by construction, settlement, or movement of such building or by permissible repairs, construction, or alterations. The boundaries for each Unit are intended to be as follows:

The horizontal and vertical boundaries for the Units are as follows:

(a) Horizontal Boundaries.

The horizontal boundaries of a Unit shall consist of the volume of space measured horizontal from the unit side of the steel or wood studs of the exterior walls, to the unit side of the steel or wood studs of the drywall, plaster or plywood partitions separating the Unit from the corridors, or to the unit side of any concealed block or brick work or concealed structural members of the wall separating a Unit from corridors, stairs, mechanical equipment, or spaces housing mechanical equipment serving common areas for more than one Unit.

(b) Vertical Boundaries.

The vertical boundaries of the Unit shall be measured from the top of the finished, structural floor of the Unit to the underside of the finished structural floor or roof system of the building or Unit above the Unit. The horizontal and vertical boundaries and approximate measurements of each of the Units are more particularly shown, and described graphically on the Building Plan. Declarant does not warrant exact square footage. In the event of conflict between the Building Plan and the description of a Unit set forth in this Article III, the description herein shall control. In the event the actual horizontal and vertical boundaries and measurements of any Unit, as built, differ from that shown on the Building Plan, Declarant shall file an amendment to this Declaration containing a revised Building Plan, Declarant shall file an amendment to this Declaration containing a revised Building Plan indicating the actual horizontal and vertical boundaries and measurements of such Unit before Declarant sells such Unit to a third party.

(c) Improvements Included.

Each Unit shall include, and accordingly the Unit Owner shall be responsible for, all space and improvements between the horizontal and vertical boundaries described above and as shown on the Building Plan, including all cabinetry, appliances, interior partitions and interior walls on each floor level, and stairways between levels (if applicable) within the same Unit, but the alteration of such interior partitions, ceiling, and floors of the unit by Unit Owners and Occupants shall be subject to the restrictions contained in this Condominium Declaration.

Each Unit shall also include all electrical, gas, water, telephone, cable, air-conditioning, heating, and other utility and service equipment not owned by third parties and serving the particular Unit exclusively.

- (d) **Actual Physical Boundary Controls.** In interpreting deeds, mortgages and plans, the physical boundaries of a Unit constructed or reconstructed substantially in accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the Building in which it is situated and regardless of minor variances between the actual boundaries of the Building and the boundaries shown on the Building Plan or in any conveyance.
- (e) **Alterations by Declarant.** Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves the right, without the consent of the Association or any other Unit Owner, to combine, reconstruct, subdivide, or change the interior design and arrangement of, and create additional Limited Common Elements or Common Elements out of, any of the Units described on the Building Plan (including, without limitation, the alteration of walls between Units) so long as the Declarant owns the affected Unit or Units at the time such combination, creation, construction or alteration occurs. Without limiting the generality of the foregoing, the Declarant reserves the right to combine any Units owned by it. Declarant shall be responsible for preparing, executing and filing any Amendment to the Declaration, Exhibits, and Plans to the Declaration.

In the event Declarant exercises any of its rights granted in this section, Declarant agrees and shall be responsible for all costs associated therewith to amend, modify or restate the Declaration, By-Laws or Exhibits to include any subdivided or combined Units.

5. **Mortgages Affecting Units.** Each Unit Owner shall have the right, subject to the provisions, servitudes and restrictions herein, to grant separate mortgages on his respective Unit, together with his Share of the Common Elements. No Unit Owner shall have the right or authority to make, create or cause to be made or created any mortgage or other lien on or affecting the Condominium Property or any part thereof, except on his own Unit and his Share of the Common Elements appurtenant thereto.
6. **Real Estate Taxes.** Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding Share in the Common Elements. If at any time such taxes or assessments shall not be separately assessed to each Unit Owner shall pay his proportionate share

thereof in accordance with his Share in the Common Elements, and, in such event, such taxes or assessments shall be a Common Expense.

7. **Utility Metering.** Each Unit Owner shall pay, when due, all utility services, including, without limitation, electricity, cable, sewerage and telephone service, if any, are separately metered for, or otherwise billed to, such Unit Owner's Unit. Each Unit Owner shall also pay, as determined by the Association, for all utility services allocable to such Unit Owner's Unit, but not separately metered for, or billed to, and particular Unit including but not limited to gas and water. The Association shall incorporate such costs into the common expenses or may bill each Unit Owner for such Owner's applicable portion of such utilities at such intervals as the Association determines, in its discretion. Each Unit Owner shall make such payments for separately metered utility services directly to the utility company or companies providing such utility service or directly to the Association if such utility services are not separately metered for, or billed to, the Units.
8. **Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit and for Limited Common Elements serving his Unit exclusively, including, without limitation, special plumbing and electrical fixtures, painting, sheetrocking, wallpapering, washing, cleaning, paneling, floorcovering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The use of and type of furnishings supplied by Unit Owners for placement in or on the Limited Common Elements shall be subject at all times to the Rules and Regulations of the Association. Similarly, the use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings shall be subject at all times to the Rules and Regulations of the Association. Subject to the provisions of this Condominium Declaration, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and any Limited Common Elements reserved for the sole use of the Occupants of such Unit, and such Unit Owner shall maintain said surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, and to any restrictions or servitudes currently of record or imposed hereby. The interior surface of all windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.
9. **Alterations, Additions, and Improvements.** Any Unit Owner may make alterations, additions, and improvements entirely within his own Unit without the prior written approval of the Board, provided he does not (i) make any improvements or alterations to his Unit or any mechanical and/or other system contained therein, or lessen the structural support of any portion of the Building; (ii) impair the appearance or structure

of the Common Elements, or (iii) change the exterior appearance of a Unit or any part of the Building. Any Unit Owner making such alterations shall be responsible for any damage to other Units or to the Common Elements as a result of any alterations, additions, or improvements made by such Unit Owner.

ARTICLE IV.
COMMON ELEMENTS

1. **Description.** The Common Elements consist of those items set forth in the definition of "Common elements" in Article I hereof.
2. **Limited Common Elements.** Certain portions of the Common Elements are reserved for the exclusive use and enjoyment of respective Units and the Owners or Occupants thereof. Such portions include, without limitation:
 - (a) Those Common elements designated as Limited Common Elements on the Building Plan, benefitting those Units indicated on the Building Plan.
 - (b) Those Common Elements designated as Limited Common elements by the Board.
 - (c) The porches, exterior stairs and balconies designated as Limited Common Elements to a particular unit on the building plan.
 - (d) The storage room adjacent to Unit 3 in 1703 Coliseum.

To the extent any portion of the Condominium Property is defined as part of a Unit, and there is a finding by a court of competent jurisdiction that such portion may not, under the provisions of the Act, be an element of a Unit, such a portion shall be deemed to be a Limited Common Element exclusively benefitting such Unit.

3. **Ownership and Use of Common Elements.** Ownership of each Unit shall include as a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage inters in the Common Elements. The interest attributable to each Unit in the Common Elements shall be shown on Exhibit "G".

The exclusive right to use those Limited Common Elements which are reserved to a particular Unit, as provided above, shall also form part of the Condominium Parcel comprising that Unit and shall be an inseparable component part of the Unit and of ownership of the unit. Any act effecting a transfer of a Unit shall also effect a transfer of

the appurtenant rights to the designated Limited Common Elements reserve for the exclusive use of the Unit.

Except as otherwise limited by this Declaration or the Condominium Documents, each Owner shall have the right to use the Common Elements and the portion of the Limited Common Elements reserved for the use of his Unit for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses as may be permitted by the Condominium Documents, which right shall be appurtenant to and an inseparable part of the Unit and pass with transfer of ownership of the Unit. No Unit Owner shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements served for the exclusive use of another Unit or Units, except to the extent that access to any portion of the Limited Common Elements may be necessary to perform maintenance or repairs to any Unit to provide a means of egress in the event of emergency, and as otherwise provided herein.

A Unit Owner may not convey, encumber, or transfer, whether voluntarily or involuntarily, any interest in the Common Elements separately from the interest of such Unit Owner in his Unit.

4. **Declarant's Rights As To Common Facilities.** Notwithstanding anything contained in this Condominium Declaration to the contrary, and until Declarant is no longer the owner of any Units, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to (a) operate and promulgate rules relating to, and to maintain, repair, replace, improve or add to, at the expense of the Association as a Common Expense, any and all areas and facilities existing for the common use of the Condominium Property and/or (b) add new Common Elements by amendment to this Declaration and/or (c) erect additional improvements or other constructions or make alterations to any Limited Common Elements not associated with a Unit that has been sold. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Section.
5. **Covenant Against Partition.** In order to effectuate the intent hereof and to preserve the Condominium Property and the condominium method of ownership, the Common Elements, including the Limited Common Elements, shall remain undivided, and no person, irrespective of the nature of his interest in the Common Elements, shall bring action or proceedings for partition or division of the Common Elements or any part thereof unless and until the Condominium Property is withdrawn from the condominium regime in accordance with the Act and the provisions of Article XV hereof.
6. **Rules and Regulations Promulgated by Association.** No person, including any Occupant of a Unit, shall use the Units or the Common Elements or any part thereof,

including the Limited Common Elements, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be promulgated by the Association or Manager.

7. **Expenses 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 the provisions of Article XII hereof. Maintenance of the exterior Limited Common Elements is the responsibility of the Association.
8. **Alterations and Improvements.** The Association or Manager shall have the right to make or cause to be made alterations or improvements to the Common Elements, including alterations or improvements requested by one or more Unit Owners. Such alterations or improvements to the Common Elements must be approved by the Board. The costs of such approved alterations or improvements to the Common Elements shall be included in the Common Expenses and assessed to all Unit Owners in accordance with their percentage of liability for Common Expenses. Notwithstanding the foregoing, the costs of alterations or improvements solely for the benefit of one or more Units shall be Common Expenses attributable specifically to such Unit(s) and shall be assessed only against the Owner or such Unit(s) in an equitable manner as determined by the Board. The Board shall have the exclusive authority to determine those Units which benefit from such alterations or improvements.
9. **Shares of Unit Owners.** The Share of ownership interest of the Unit Owners in the Common Elements, and the share of the Unit owner's in common expenses shall be the percentage interest stated in Exhibit "G".

Such Shares or percentages do not necessarily reflect either an exact determination of relative size or the selling price or actual value of any such Unit, and no opinion, appraisal, market value, sale, or transaction at a price different from the initial sales price therefore shall be interpreted as requiring or permitting any change in the Shares assigned herein.

ARTICLE V. SERVITUDES

1. **Reciprocal Servitudes.** The following irrevocable servitudes are hereby granted from each Unit Owner to each other Unit Owner and to the Association:
 - A. **Maintenance, Repair and Replacement.** Each Unit Owner grants servitudes of right of access through the Units, Common Elements and Limited Common

Elements in favor of (i) the Association and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements and Units; and (ii) other Unit Owners and their agents to the extent required for maintenance repair and replacement of their Units. Use of these servitudes and rights of access to the Units, however, shall be limited to reasonable hours and as may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements or another Unit or Units.

- B. **Servitude of Access to Units 1 and 3 or 1703 Coliseum Street.** The owner of Unit 1 grants a servitude of access to the Association for use of the drip floor to access the underneath of the 1703 Coliseum portion of the building.

The owner of Unit 3 grants a servitude of access to the Association for roof maintenance and repair. This servitude is for use of the attic access door located in the bedroom closet of Unit 3.

Reasonable notice of access must be given to the owners of Units 1 and 3. Twenty-four hour advance notice by hand delivery constitutes reasonable notice.

- C. **Structural Support.** A servitude of structural support for the benefit of the Common Elements and the Units and affecting any portion of a Unit which contributes to the structural support of the Building, which servitude of structural support shall prohibit any Unit Owner from performing any work or doing anything which would impair such servitudes.

2. **Servitudes Burdening Common Elements.** Irrevocable servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of Declarant and the Association to install, maintain, repair, and replace any water mains and pipes, sewer lines, electrical, gas, cable television, telephone wires and equipment, and other similar facilities serving any of the Units.

3. **Power of Association and Declarant.** Declarant and the Association reserve the right from time to time to create servitudes in, around, under, and across the Condominium Property as may be necessary, required or appropriate in order to provide utilities, water, drainage, sewerage service, electricity, gas, cable television, telephone, and similar service, without the necessity of concurrence from any Unit Owner or Mortgagee thereof. The Association is also authorized to execute servitude agreements with suppliers of utility services, which servitude agreements shall contain such terms as the Board, in its sole discretion, deems necessary or appropriate. The Declarant may execute such agreements on behalf of the

Association, without the necessity or concurrence from the Association, for the period during which the Declarant owns all of the Units.

The Association is authorized to accept the benefit of any servitudes on behalf of Unit Owners, and in connection therewith, to execute servitude agreements containing such terms as the Board, in its sole discretion, deems necessary or appropriate.

ARTICLE VI.
MAINTENANCE AND REPAIR

1. **Unit Repair and Maintenance.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own Unit, excluding Common Elements, except to the extent the Board or Association (believes it to be in the interest of the Association or is a customary and routine expense) determines to provide maintenance of a Unit for a Unit Owner. In connection with such maintenance repairs, and replacements, the Unit Owner shall not perform any work in or to the Unit which might impair the structural integrity or mechanical systems, lessen the support of any portion of the Condominium Property, or impair any servitude in favor of the Association or any Unit or Unit Owner without first obtaining the written consent of the Board. Notwithstanding the foregoing, unless otherwise provided by the Board, all repairs and maintenance to any fixtures, equipment, devices, pipes, conduit, wiring, ductwork, or other similar items that serve or are connected with the plumbing, electrical, gas, air conditioning, HVAC, cable, television or telephone or other telecommunications, alarm service, or other similar services or functions serving a Unit, whether located physically within or outside of a Unit, shall be performed by or through the Association, at the expense of the Unit Owner by subject at all times to the control of the Association, so as to assure uniformity of quality of work and preservation of the Common Elements.
2. **Common Element Repair and Maintenance.** The Association shall furnish maintenance, repair, and replacements of the Common Elements, the cost of which shall be paid by the Association as a Common Expense, subject to the rules and regulations of the Association; provided that maintenance, repairs and replacements of the limited Common Elements benefitting one or more Units shall be assessed in whole to the respective Unit Owner(s) having the benefit or use thereof, unless the Board, (believes it to be in the interest of the Association or is a customary and routine expense), determine otherwise. The Board may direct Unit Owners who stand to be benefitted Unit Owners, to pay the cost thereof with their own funds and to procure and deliver to the Board, on behalf

of the Association, such lien waivers and contractor's subcontractor's and supplier's affidavits as may be required to protect the Condominium Property from all mechanics' or materialmen's lien claims that may arise from such maintenance, repairs or replacements.

The Limited Common Elements of all exterior stair, porches, steps and balconies which are designated on the Building Plan as a Limited Common Element and/or serve one particular Unit shall be maintained by the Association and be covered and provided for by the Association budget. The Association shall be responsible for the maintenance and repair of these Limited Common Elements in order to maintain uniformity and upkeep of the Building.

3. **Work Directed by Association.** Whenever the Board shall determine, in its sole discretion, that maintenance, replacement or repair of any Unit is necessary to protect the Common Elements or the appearance or value of the Condominium Property or any other portion of any Buildings, the Board may use written notice of the necessity for such maintenance, replacement or repair to be served upon the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance, replacement or repair within such reasonable time period stated in the notice (or any extension thereof approved by the Board), the Board may maintain, replace or repair or cause such maintenance, replacement and repair to be performed at the expense of the Unit Owner, which expense shall be added to the Assessment against such Unit Owner.
4. **Repairs Necessitated by Owner's Act or Neglect.** If, due to the act or neglect of a Unit Owner, or of any Occupant, agent, servant, tenant, employee, family member, invitee or licensee of the Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if, as a result of such act or neglect, maintenance, repairs, or replacements which would otherwise be a Common Expense are required, then the offending or responsible Unit Owner shall be liable and obligated to pay for all such damage, maintenance, repairs or replacements to the extent not covered by insurance obtained by the Association and the Association shall have a right to lien such Owner's Unit to secure the payment of the same. Such damage for which such Unit Owner shall be responsible shall include any increase in fire or property insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances if there is a determination by the Board of willful neglect by the Unit Owner. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation.

5. **Access.** The authorized representatives of the Association or Board, or the Manager with approval of the Board, shall be entitled to reasonable access to the individual Units, Common Elements, and Limited Common Elements as may be required in connection with the preservation or protection of any individual Unit, Limited Common Element, or Common Element, or in connection with maintenance repairs or replacements of Common Elements, Limited Common Elements or of any equipment, facilities or fixtures or other property within the Units, or to make any alteration required by any governmental authority. In order to carry out the intent and purpose of this paragraph, there is specifically granted to the Board, Association, and its authorized representatives a servitude of passage, ingress and egress and use of, and through each or, the Units, Limited Common Elements, and Common Elements for maintenance, repair and/or replacement of all or part of the Units, Limited Common Elements and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours and with twenty-four (24) hour notice, except that, in case of emergency, the Board, Association, and authorized representatives may have access at any time.

ARTICLE VII.

USE RESTRICTIONS

In order to provide for the congenial occupation of the Building and for the protection of the values of each Unit, the use of the Condominium Property shall be in accordance with the following provisions:

1. **Units Owned by Persons other than Declarant.** The Units are restricted for the use of RESIDENTIAL PURPOSES ONLY, except that professional and quasi-professional individuals may use their Units as an ancillary or secondary facility to an office established elsewhere so long as the principal use of the Unit is for residential purposes.
2. **Units Owned by Declarant.** During the entire period of sales and renovation of any of the Units by Declarant, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents, employees, and guests (including, without limitation, prospective purchasers of the Units), shall be entitled to access, ingress to and egress from the Condominium Property, any unsold Units, and all Common Elements and Limited Common Elements associated with such Units, as may be required or desired for purposes of construction, advertising, promoting, marketing the sale, lease or rental of Units. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales, business, rentals, marketing or advertising offices or service offices. The Declarant also reserves the right to relocate any of such offices from time to time, one or more times, to any location within the Property. The Declarant further reserves the right to maintain on the

Property such advertising, promotion or any other signs as comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, from time to time, one or more times, at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of and to use the Common Elements for sales, rental management, business, marketing or advertising purposes. This right of use in favor of the Declarant shall continue until the Declarant has conveyed all Units in the Condominium Property to Unit Owners other than Declarant.

3. **Nuisances.** No nuisances shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with peaceful possession and proper use of the Condominium Property by its residents or increases the rate of insurance or costs of maintenance of the Condominium Property.
4. **Lawful Use.** No offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.
5. **Rules and Regulations.** The Association may promulgate rules and regulations concerning use of the Condominium Property, which rules and regulations shall be binding on all Unit Owners. Copies of such rules and regulations will be furnished to each Unit Owner or Occupant prior to the occupancy of a Unit or as the same become effective.

ARTICLE VIII. **LEASES AND CONVEYANCES**

1. **Leases.** Any lease or sublease of a Unit must be in writing, except for any lease or sublease relating to any Unit owned by Declarant. Any such lease or sublease of a Unit shall be for a period of not less than sixty (60) days and shall include a provision that the lessee or sublessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the rules and regulations of the Association. An executed counterpart of such lease or sublease shall be delivered to the Association prior to commencement of occupancy by any tenant or subtenant thereunder. If a tenant has violated any of the Rules and Regulations of the Association, withholding of approval of any new lease, sublease or renewal with such tenant or subtenant shall be deemed to be reasonable. The Association may not unreasonably withhold approval of a lease.

2. **Sale of Units.** Any sale of Unit by a Unit Owner shall be subject to the requirements of the Act and in particular Section 1124.107 thereof. Prior to any such sale or the execution of a contract to see any such Unit, or otherwise before conveyance, the Unit Owner of other person selling the Unit for such Unit Owner shall submit to the buyer the following information required by law:

(a) Copy of this Condominium Declaration, with all exhibits and amendments thereto, except for the Plat of Survey and Building Plan;

(b) Copy of the Articles of Incorporation and By-Laws of the Association, and all amendments thereto;

(c) Certificate containing the following:

(i) Statement setting forth the amount of any current Common Expense Assessments;

(ii) Statement of any capital expenditures approved by the Association for the current and two next succeeding fiscal years;

(iii) Statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects;

(iv) Most recent balance sheet and income and expense statement of the Association, if any;

(v) Current operating budget of the Association, if any;

(vi) Statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is a party; and,

(vii) Statement describing any insurance coverage provided by the Association.

The Unit Owner may also be required to provide other information in accordance with the Act. The Association shall provide to any such Unit Owner, for such reasonable fees as may be set by the Association, copies of all necessary documents and information which such Unit Owner may need in order to sell his Unit in accordance with the provisions of law.

3. **Assessments.** Except as may otherwise be provided in this Condominium Declaration, no Unit Owner shall voluntarily transfer, sell, convey, mortgage, or lease his Unit unless or until he shall have paid in full any charges assessed against his Unit.

ARTICLE IX.
THE ASSOCIATION

1. **The Declarant.** Until the earlier to occur of; (i) the sale of any of the first three (3) of the six (6) Units or (ii) twelve (12) months after the first sale of a Unit, the Declarant shall have the right to exercise all powers, rights, duties, and functions of the Board. Effective on such date, responsibility for governance of the Condominium Property shall be transferred to the Association, if not sooner turned over to the Unit Owners by Declarant as hereafter provided. The Declarant shall be entitled, however, to exercise all rights and privileges of a Unit Owner, including the right to cast the votes allocated to each Unit that it owns.
2. **The Association.** Declarant has organized an association of the Unit Owners of the Condominium Property, established in accordance with the provisions of the Act as the governing body for all of the Unit Owners. As the governing body, the Association is responsible for the administration and operation of the Condominium Property. The Association is a nonprofit corporation organized on a non-stock basis under the Louisiana Nonprofit Corporation Law and in accordance with its Articles of Incorporation, a copy of which is annexed hereto as Exhibit "B". The members of the Association shall be the Owners of Units including the Declarant to the extent that the Declarant owns any Units. The aggregate number of votes for all members of the Association shall be six (6), or one hundred percent (100%). Each Owner shall be entitled to one vote each, of the total voting power of the membership. The Board of the Association shall be elected by the said Owners in accordance with the Articles of Incorporation and the By-Laws of the Association. Each Unit Owner shall automatically become a member of the Association upon acquisition of such Unit. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner.
3. **Association By-Laws.** The By-Laws of the Association shall be in the form attached as Exhibit "C", until such are amended in the manner therein provided.
4. **Duties and Powers of the Association.** The duties and powers of the Association shall be those set forth in the Act, this Condominium Declaration and the By-Laws, 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. The Unit Owners covenant to vote in favor of such amendments to the By-Laws as will remove such conflicts or inconsistencies.

In the event of any dispute between Unit Owners relating to the Condominium Property, or in the event of any issues respecting the application or interpretation of any of the Condominium Documents, such dispute shall be submitted to the Board for resolution, and the decision of the Board shall be binding on each of such Unit Owners.

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.

5. **Delegation to Manager.** To the extent permitted by law, duties and powers of the Board may be delegated to a Manager pursuant to the terms of a Management Agreement approved by the Board, except that wherever this Condominium Declaration or the Act specifically requires the act or approval of the Board, such act or approval must be that of the Board done or given in accordance with the By-Laws. Any Management Agreement entered into by the Association must provide that the Management Agreement may be terminated by the Association without penalty upon advance notice of not more than (sic) ninety days.
6. **Notices.** All official written notices or demands required by this Condominium Declaration or by Articles of Incorporation or By-Laws of the Association may be given by the Association to Unit Owners or by Unit Owners to the Association and other Unit Owners, by personal delivery, or by registered or certified mail addressed to the municipal address of the Unit, or the registered office of the Association, or an otherwise directed by a Unit Owner or the Association in writing, delivered in accordance with one of the methods set forth above.
7. **Application of Income and Common Surplus.** All income received by the Association and all Common Surplus may, in the discretion of the Board, be used to reduce prospective Common Expenses prior to establishing the annual Assessment for Common Expenses or to establish such reserves as the Board may determine.

ARTICLE X. INSURANCE

The following provisions shall govern insurance coverage for the Condominium Property.

1. **Authority to Purchase.** Except for Builder's Risk and other insurance furnished by Declarant during construction, the Association shall purchase, for the benefit of the Unit Owners and their respective Mortgagees, as their interests may appear, all casualty and, if the Board determines to purchase flood insurance, flood insurance policies on the

Condominium Property. The Association shall provide for the issuance of certificates of insurance to Mortgagees upon request.

2. **Coverage.** The Association or Manager shall at all times, to the extent reasonably available, maintain insurance as follows:
 - (a) The Condominium Property, including the Building and all other insurable improvements upon the land (including, without limitation, the Common Elements and Limited Common Elements, but not including Unit and property supplied or added by Unit Owners to this Unit), and all personal property as may be owned by the Association and used in management of the Condominium (but not personal property of the unit Owners) shall be insured against casualty loss in an amount (after application of any deductibles) not less than the full replacement cost of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from such coverage. Such coverage shall afford protection against all risks of direct physical loss commonly insured against, including:
 - (i) Loss of damage by fire, and other hazards covered by the standard “extended coverage” endorsements;
 - (ii) Loss of damage by flood under standard coverage provided by the National Flood Insurance Program, in the Board, in its discretion, determines such coverage to be necessary;
 - (iii) Such other risks as from time to time customarily shall be covered with respect to building similar to the Building in construction, location, and use, including, but not limited to, vandalism, malicious mischief, and windstorm damage.
 - (b) Comprehensive general liability insurance, including medical payments insurance, in such form and in such amounts as shall be required by the Board, including, but not limited to, coverage for all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a particular Unit Owner; and
 - (c) Insurance covering such other risks and hazards as the Board may from time to time determine necessary.
3. **Premiums.** All premiums upon insurance policies purchased by the Association shall be paid by the Association and shall constitute a portion of Common Expenses.

4. **Insurance Policies.** All insurance policies on the Condominium Property obtained and continued in effect by the Association for the benefit of the Unit Owners, as hereinabove provided, shall be written in the name of the Association, which shall act as trustee for each individual Unit Owner and his Mortgagee or lien holder, if any. The Unit Owners and their Mortgagees or lien holders shall be beneficiaries, even though not expressly named in the policies, in the Shares in which the Unit Owners have an interest in the Common Elements, as provided in Article IV hereinabove. Each policy shall contain a Louisiana standard mortgage clause in favor of each Mortgagee of the Units and shall provide that any loss thereunder shall be payable to such Mortgagees as their interest may appear, subject, however, to general "loss payment" provisions in favor of the Association, as herein provided.

The Association shall be required to make every effort to secure insurance policies providing:

- (a) Waivers of subrogation by the insurer as to any and all claims against the Association, its members, officers or the Board, and any of the Unit Owners and their respective families, servants, agents, employees, tenants, and guests;
- (b) Waivers of defenses based upon co-insurance or acts of the insured (which shall include each Unit Owner);
- (c) That each Unit Owner shall be an insured person under the policy with respect to liability arising out of his ownership of an interest in the Common Elements or membership in the Association;
- (d) That the policies shall not be cancelable, invalidated, suspended, or substantially modified for any reason, including on account of the conduct of the Association, its members or the Board, or any of the individual Unit Owners, their families, servants, agents, or guests, without at least thirty (30) days' prior written notice to each named insured, including Mortgagees of the Unit Owners;
- (e) That the policies shall not be cancelable or voidable or that recovery thereunder will not be conditioned by reason of any act or omission of any Unit Owner, unless acting within the scope of his authority on behalf of the Association;
- (f) That the "no other insurance" clause in the policies shall exclude the individual Unit Owners' policies from consideration; and

(g) That the insurance coverage provided by the policies obtained by the Association shall be primary and shall not be brought into contribution with other insurance in the name of Unit Owners or their Mortgagees.

5. **Association as Insurance Trustee.** The Association is irrevocably designated as trustee for each of the Unit Owners and their Mortgagees, if any, for purposes of adjusting all claims for losses with the insurance carriers on all policies obtained and continued in effect by the Association, and for purposes of granting and executing releases upon payment of claims, and the Association shall have full control of the proceeds of any such policies for purposes of repair and reconstruction, as hereinafter provided in Article XI. All insurance policies purchased by the Association pursuant to this Article XI. shall provide that all proceeds from such policies shall be payable to the Association for the benefit of the unit Owners and Mortgagees, as their interests may appear.
6. **Insurance Obtained by Unit Owners.** Any Unit Owner may obtain for his own benefit or for the benefit of his Mortgagee, and at such Unit Owner's own expense, separate or additional insurance on his Unit and the interest in his Unit, against loss by fire, flood, or other casualty which is covered by a blanket or master policy obtained and maintained in effect by the Association as hereinabove provided. An individual Unit Owner may also obtain for his own benefit and at his own expense insurance coverage for personal liability in excess of that covered by the blanket or master policies maintained by the Association and for casualty losses of any improvements made by an owner to the immovable property within his Unit, the personal property of the Owner or Occupant situated within the Unit and of other portions of the Condominium Property not covered by the mast policy. Such insurance may be of the type of coverage generally referred to as, or similar to, "contents insurance" or "tenant improvements and betterments coverage" and shall contain the waiver of subrogation referred to in Subsection (a) above.
7. **Application of Insurance Proceeds.** Proceeds of casualty insurance policies received by the Association, as trustee for the Owners and their Mortgagees or lien holders, shall be distributed as provided in Article XII.

ARTICLE XI.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. **Casualty Affecting Common Elements and Units.** In the event of destruction or damage to any part of the Units and the Common Elements, reconstruction and repairs shall be made as follows:

- (a)** If the Board determines that less than two-thirds of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall arrange for the prompt repair and restoration thereof unless (i) such reconstruction and replacement will be illegal under state or local health or safety statutes or ordinances, or (ii) the members of the Association, by a vote equal to at least sixty-seven (67%) percent of the votes of the Association, elect not to rebuild. If it is determined that such Building is not to be reconstructed or repaired, that to the extent legally possible, that part of the Condominium Property not to be repaired shall be withdrawn from the Condominium regime in accordance with Article XV.
- (b)** If the Board determines that more than two-thirds of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall not repair the damage or restore the Building unless (i) the members of the Association, by a vote equal to at least sixty-seven (67%) percent of the votes of the Association, elect to rebuild, and (ii) such reconstruction and replacement would be permitted under state or local health or safety statutes or ordinances. If it is determined that the Building is not to be reconstructed or repaired, then to the extent legally possible, that part of the Condominium Property not to be repaired shall be withdrawn from the condominium regime in accordance with Article XV.
- (c)** Any restoration or repair shall be substantially in accordance with (i) the plans of the original Building so restored or repaired or (ii) plans and specifications approved by the Board and the members of the Association by a vote equal to at least sixty-seven (67%) percent of the votes of the Association.
Repairs and restoration of the Building as provided herein shall include any damaged Units therein to the extent that portions of such Units are covered under the blanket or master fire and casualty policy or policies carried by the Association.
- (d)** If damage resulting from a casualty is to be repaired in accordance with the foregoing provisions, after the occurrence of a casualty causing damage to more than one Unit or any portion of both the Common elements and any one or more of the Units, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as that existing before the casualty. The Board, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration through appropriate progress payments. Any excess of insurance proceeds over the costs of such repairs and restoration shall be distributed to each Unit Owner in accordance with his respective Share, or if there is a mortgagee endorsement, then jointly to each such Unit Owner and Mortgagee of such Unit

Owner. Any costs of such repairs and restoration in excess of available insurance proceeds shall constitute a Common Expense, and the Board shall make Assessments against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction of damaged or destroyed Common Elements. Additional Assessments may be made at any time during or following the completion of construction. All such Assessments shall be divided among the Units in accordance with each Unit Owner's Share.

(e) If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium unless the Condominium is terminated, in which case none of the insurance proceeds shall be applied to restoration, (ii) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the units to which those Limited common Elements were assigned, and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners in accordance with each Unit Owner's Share. If the Unit Owners vote not to rebuild a particular Unit, that Unit's entire common element Interest, votes in the Association, and common expense liability shall be reallocated under Section 1121.107 of the Act as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to the declaration reflecting such reallocations.

2. **Casualty Affecting Common Elements Exclusively.** If only the Common Elements, or portions thereof, are destroyed or damaged, said portions shall be reconstructed or repaired by the Association, unless it is determined in accordance with Article XVI. that the condominium or part thereof shall be terminated and the Condominium Property or part thereof be withdrawn.
3. **Casualty Affecting Units Exclusively.** If damaged or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the blanker or master policy is payable on account of damages the reconstruction and repair of which is the responsibility of the individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and Mortgagee jointly, who shall use such proceeds for repair and reconstruction of the damaged or destroyed portions of the Unit substantially in accordance with the original plans and specifications of the Unit

or in accordance with such other plans and specifications as may be approved by the Board.

4. **Loss of Use.** Neither Declarant, the Association, nor any Unit Owner shall be obligated to compensate any Unit Owner for loss of use and occupancy of his Unit pending reconstruction or termination of the Condominium.

ARTICLE XII.

ASSESSMENTS, COMMON EXPENSES, AND COMMON SURPLUS

1. **General.** Assessments against the Units and the Unit Owners for Common expenses and the distributions, if any, of Common Surplus shall be made by the Board pursuant to the provisions of this Article and the By-Laws.
2. **Share of Common Expenses and Common Surplus.** Each Unit Owner, effective upon the purchase of his Unit, but excluding the Declarant (for the first twelve (12) months after the sale of the first Unit) with respect to those Units remaining unsold to third party purchasers, shall share in and be liable for the Common Expenses and be entitled to share in the Common Surplus in accordance with such Owner's Share. The Declarant shall be liable for any shortages in collections for actual operating expenses attributable to the share of Assessments that would otherwise be payable by the owners of those Units remaining unsold and held by the Declarant for sale for said twelve (12) month period.
3. **Non-Proportionate Allocation of Assessments.** The Board shall, to the extent necessary to accomplish a fair and equitable allocation of those costs of operation of the Condominium which are attributable to service which are enjoyed to a materially disproportionate extent by one or more Units and the occupants thereof, or in the event of repairs of maintenance required on account of misuse, negligence, or violation of applicable rules and regulations on the part of any Unit Owner, allocate certain of the Common Expenses among the Units in a manner other than in proportion to their respective Shares.
4. **Annual Assessments for Common Expenses.** Assessments for Common Expenses shall be made annually in advance by the Board based on estimated annual Common Expenses and adequate reserves for future Common Expenses, all as more particularly provided in the By-Laws. Such Assessments shall be payable in such installments and on such terms and conditions as the Board or Manager (subject to Board approval) may provide. Initially Assessment shall be due monthly, in advance on or before the 1st day of each month.

5. **Assessments for Emergencies.** Assessments for Common Expenses for emergencies may be made by the Board in accordance with the provisions of the By-Laws and shall be due and payable at the time specially provided by the Board in making such emergency Assessments but shall otherwise be apportioned and collected in the same manner as annual Assessments for Common Expenses.
6. **Capital Reserve.** The Declarant shall create a capital reserve. Declarant shall not be permitted to use sums on deposit in the capital reserve to defray any of its expenses or contributions to any reserve accounts, or to pay any of its construction costs, or to apply it against any operating shortfalls before it transfers responsibility for governance of the Condominium Property to the Association pursuant to the provisions of Section 1 of Article X hereof.

At the time of transfer of each Unit by Declarant, the purchaser of such Unit shall deposit with the Association (for capital reserve) a sum equal to two (2) times the then current monthly Assessment for such Unit. This deposit shall not be deemed to be an advance payment of regular Assessments. Declarant shall establish the capital reserve for the Association for said deposits in an association account.

No Unit Owner shall be permitted to withdraw his deposit made to the working capital reserve for so long as this Condominium Declaration is in effect. Such deposit may, however, be transferred to the credit of any subsequent purchaser of the Unit owned by such Unit Owner, upon notice to the Association.

7. **Special Assessments.** Any special Assessments, levied within the authority granted to the Association or the Board elsewhere in this Condominium Declaration or in any other of the Condominium Documents, shall be made, apportioned, and collected in the manner particularly set forth in those provisions of the Condominium Documents authorizing the Assessment or in the action of the Board in making the Assessment, and in lieu thereof in the same manner as annual Assessments for Common Expenses.
8. **Liability for Assessments.** Each initial purchaser of a Unit from the Declarant shall be liable for all Assessments accruing against his Unit on and subsequent to the date of closing of the act of transfer of such Unit from the Declarant. Any purchaser from an individual Unit Owner, except a purchaser at a judicial sale, shall be liable for all Assessments made against such Unit both prior to and subsequent to the acquisition by such Purchaser. A purchaser at a judicial sale shall be liable for all Assessments against the purchased Unit accruing after the sale, but shall not be liable for such Unit's unpaid Assessments which accrued prior to the acquisition of title to such Unit by such purchaser except for any pro-rata re-allocation of such Assessments to all Units including the purchased Unit. Each Unit Owner shall be personally liable to the Association for all sums assessed against his Unit for his share of the Common Expenses.

Joint owners of Units shall be liable jointly, severally, and in solido for such Assessments. A former Unit Owner shall not be liable for payment of any Assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his Unit (made in accordance with Article IX hereinabove) but shall remain liable jointly, severally, and in solido with the transferee of the Unit for payment of all previously accrued Assessments which were due at the time of transfer of the Unit.

Any Unit which because of damage or destruction has been withdrawn from the condominium regime in accordance with Article XV hereof and the Owner thereof shall be release from the obligations to pay Common Expenses and the Assessments therefore accruing after the date of such withdrawal.

9. **Interest, Penalties, Liens and Late Charges.** Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but all sums paid after such period shall bear interest at the rate of eighteen (18%) present per annum for the date when due until paid. In addition, a penalty/late charge of \$100.00 shall be due from any Unit Owner who does not pay such assessment ten (10) days after its due date. All payments upon account shall be first applied to interest and then to the Assessment payment first due. Failure to pay any monthly installment of any Assessment shall, at the option of the Board, mature the entire annual Assessment for Common Expenses and the same shall be due and payable immediately upon written notice to the Unit Owner. The Unit Owner agrees to pay reasonable attorney's fees, and costs actually incurred by the Association, in connection with the collection of any Assessments. The Board may assert a lien against such Unit Owner's Unit in accordance with the Act. The lien for unpaid Assessments provided by the Act shall also secure court costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As provided in the Act, any lien imposed by the Association against a Unit shall be subordinate to the lien or any mortgage against such Unit duly recorded prior to the date of recordation of such lien in favor of the Association. The lien in favor of Association shall not be affected by a transfer of the Unit, except in connection with foreclosure by a superior lien holder.
10. **Records and Certificates.** The association shall keep current copies of the Condominium Documents and shall maintain financial statements and accounting records according to good accounting practices and as provided in the By-Laws of the Associations, which accounting records shall include:
- (a) An itemized record of all receipts and expenditures; and
 - (b) A separate account for each Unit which shall indicate: (i) the name and address(es) of the Unit Owner, (ii) the amount and due date of each

Assessment for Common Expenses pertaining to the Unit, (iii) amounts paid on the account by each Owner, and (iv) any balance due. A Unit Owner and his Mortgagee or a prospective purchaser of a Unit shall have the right to obtain from the Association a certificate showing the amount of unpaid Assessments with respect to the Unit.

Unit Owners may inspect the Condominium Documents and such financial statements and accounting records at the Association's offices during normal business hours.

ARTICLE XIV. (sic)
COMPLIANCE AND DEFAULT

1. **General.** Each Unit Owner shall be governed by and comply with the terms of the Condominium Documents and of the rules and regulations adopted pursuant thereto, as the same may be amended from time to time. In accordance with the Act, all of the provisions hereof shall be deemed to have the force of law as among individual Unit Owners. A default shall entitle the Association or other Unit Owners to the relief set forth below.
2. **Cure of Default.** In the event of default by any Unit Owner, the Board shall have the authority to direct the Association to take whatever action may be necessary, in its discretion, to correct such default. Any expenses incurred by the Association shall be assessed against the defaulting Unit Owner and Unit owned by such Unit Owner.
3. **Legal Proceedings.** Failure of Unit Owners to comply with any of the terms of the Condominium Documents and rules and regulations adopted pursuant thereto or any obligations imposed thereby shall be grounds for relief which may include, without intending to limit the same, as action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, or such other remedies as may be provided by law, any of which relief or remedies may be sought by the Association or by an aggrieved Unit Owner. A Unit Owner shall also have the right to proceed against the Association for any remedies provided by law in the event the Association does not perform the duties imposed upon it by the Act and the Condominium Documents.
4. **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
5. **No Waiver of Rights.** The failure of the Association of Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium

Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant, or condition.

6. **Cumulation of Rights.** All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents 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 exercise of such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents or by law.

ARTICLE XIV. AMENDMENT

The Condominium Documents may be amended in the following manner:

1. **Amendments to Condominium Declaration by Declarant.** Each Unit Owner hereby grants to Declarant the irrevocable power, coupled with an interest, to execute, on behalf of each Unit Owner, any of the amendments to the Declaration described below in this Section 1, containing such additional terms as the Declarant, believes to be in the interest of the Condominium Property or Association, necessary or advisable, which amendments shall be effective upon registration among the records of the Register of Conveyances of Orleans Parish:
 - (a) Any amendment that alters the dimensions of, combines, resubdivides or creates additional Units, Limited Common Elements, or Common Elements out of, any Units owned by the Declarant, provided that such alteration does not affect the dimensions of any Unit(s) previously sold by the Declarant;
 - (b) Any amendment to this Declaration containing a revised Building Plan, in the event the actual horizontal and vertical boundaries and measurements of any Unit, as built, differ from that shown on the Building Plan attached hereto;
 - (c) Any amendment that changes the designation of the any of the Units, before any of the Units are sold by the Declarant to third parties;
 - (d) Any amendment that clarifies any apparently conflicting provisions hereof, any provisions which conflict with the Act, and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors; and
 - (e) Any amendment that modifies the provisions of this Declaration in order to comply with the requirements of the Federal National Mortgage Association, the

Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs, or in the future performs, functions similar to those now performed by such entities, and/or to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee any mortgages affecting any of the Units; provided, however, that none of the amendments described above shall affect or impair the lien of any mortgage then of record upon a Unit or any representations or warranties made by a Unit Owner in connection with the making, purchase, insurance, or guarantee of any mortgage then of record on any Unit. The amendment procedure set forth in this Section 1 is not exclusive, Declarant reserving the right to avail itself of amendment procedures set forth elsewhere in this Article XV, or in the Act, at Declarant's option.

2. Withdrawal, Redisgnation, Subdivision or Combining of Units.

- (a) Amendments to withdraw the Condominium Property or a portion thereof shall be prepared, executed, and recorded in the records of the Register of Conveyances of Orleans Parish by the Association and any other appropriate party, upon due authorization for such withdrawal as provided in Article XV hereinafter and at the expense of the owners of property to be withdrawn. Any such amendment shall contain a legally sufficient description of the property to be withdrawn and shall reallocate the Shares attributable to such withdrawn Unit(s) in proportion to the respective Share of the remaining Units.
- (b) Amendments to redesignate boundaries between adjoining Units shall be executed and duly recorded by the Association upon the written request and at the expense of the reallocating Unit Owners. Any such amendment shall specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance between them, and shall be accompanied by plats or plans showing the altered unit boundaries, dimensions, and identifying numbers and/or letters.
- (c) Amendments to subdivide or combine any Unit(s) into one or more Units, Common Elements or any combination of Units or Common Elements shall be executed and duly recorded by the Association upon the written request and at the expense of the owner of such Unit(s). Any such amendment must assign an identifying number and/or letter to such new Unit(s), specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance

between them, and shall be accompanied by plats or plans showing the altered unit boundaries, dimensions, and identifying numbers.

3. Other Amendments.

All amendments to the Condominium Declaration other than those described in Section 1 and Section 2 above may be effected only by vote or agreement of the Unit Owners as follows:

(i) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting of the membership of the Association at which a proposed amendment is to be considered.

(ii) A resolution for adoption of a proposed amendment may be proposed by either the Board or by Unit Owners holding at least ten percent (10%) percent (sic) of the voting power of the Association. Directors and Unit Owners not present at the meeting considering such amendment may express their approval by written consent or by proxy and no meeting need be held if a written consent to an amendment is signed by all members, all as provided in the Association By-Laws. Approval by at least sixty-six and two-thirds (66.66%) percent of the votes of the Association shall be required for any such amendment.

(iii) The amendment shall be effective when registered in the Conveyance Office of Orleans Parish, Louisiana. Copies of the amendment shall be delivered to each Unit Owner but such delivery shall not be a condition precedent to the effectiveness of such amendment.

4. **Association Articles Of Incorporation and By-Laws.** The Articles of Incorporation and By-Laws of the Association may be amended in the manner provided therein.

**ARTICLE XVI. (sic)
WITHDRAWAL OF PROPERTY
AND TERMINATION OF THE CONDOMINIUM**

The Condominium Property or any part thereof may be withdrawn from the condominium regime and the Condominium terminated with respect thereto in the following manner.

1. **Voluntary Withdrawal.** The Condominium Property, may only be withdrawn from the Condominium regime by unanimous agreement of all Unit Owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of real property. The withdrawal of Condominium Property and termination

of the condominium regime with respect thereto shall become effective when an amendment to the Condominium Declaration authorizing such withdrawal has been registered in the Conveyance Office of Orleans Parish. If any Units are contained within the Condominium Property so withdrawn, and the Declarant shall not, at the time of such withdrawal, have conveyed any of the Units, then the consent of any Mortgagee or other lien creditor to such withdrawal shall not be necessary. If, however, Declarant shall have conveyed any of the Units at the time of such withdrawal, the consent of any Mortgagees or other lien creditors of the Unit or Unit(s) to be withdrawn shall be obtained before such portion of the Condominium Property may be withdrawn.

2. **Destruction.** If it is determined in the manner elsewhere provided that any portion of the Condominium Property which has been destroyed or damaged as a result of casualty shall not be reconstructed, such portion of the property will be withdrawn from the condominium regime and the Condominium terminated with respect thereto. Termination upon a determination not to reconstruct after casualty shall be implemented by the preparation, execution, and recordation by the Association of an amendment to the Condominium Declaration containing a legally sufficient description of the immovable property withdrawn and stating the fact of such withdrawal by a certificate of the Association certifying the facts affecting the termination, which certificate shall become effective upon being registered in the Conveyance Office of Orleans Parish. If only a portion of the Condominium Property is being withdrawn, the amendment shall reallocate the Share(s) attributable to the withdrawn Unit(s) to any Unit(s) remaining in the Condominium in proportion to the respective Share(s) of those remaining Unit(s).
3. **Status of Property After Withdrawal.** Upon withdrawal of the Condominium Property or any part thereof from the condominium regime pursuant hereto, the part so withdrawn shall be deemed to be owned in indivision by the Owners of Units of the Condominium Property so withdrawn. The percentage of undivided ownership of a Unit Owner in the withdrawn Condominium Property shall be equal to his former Share, divided by the aggregate Shares in such Common Elements of all Unit Owners whose Units are withdrawn. Liens upon individual condominium parcels withdrawn shall, following their withdrawal, be upon the respective undivided shares of the Unit Owners in the withdrawn property.
4. **Partition of Property.** Following withdrawal of the Condominium Property or any part thereof, such property shall be subject to partition by the action of any owner of the withdrawn property. In the event of sale of the withdrawn Condominium Property by the co-owners, upon consummation of such sale the proceeds therefrom shall be paid to the Unit Owners in proportion to their respective undivided interests in the property,

after all claims secured by liens on the Unit Owners' shares of interest in the withdrawn property have been satisfied.

5. **Disposition of Assets.** All funds held by the Association and insurance proceeds, if any, shall be held jointly for the former Unit Owners in proportion to the Share of each Unit Owner. All costs incurred by the Association in connection with the termination of the condominium regime and withdrawal of the Condominium Property shall be a part of the Common Expenses. Any surplus remaining after complete disposal of the withdrawn property shall be distributed to the former Unit Owners in proportion to their respective Shares.

ARTICLE XVI.
COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to every Unit and appurtenances thereto, and every Unit Owner and person having an interest in the Condominium Property, or any part thereof, and his heirs, executors, administrators, successors, grantees, and assigns, shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XVII.
LIENS

1. **Protection of Property.** All liens against a Unit other than for mortgages, taxes, or special assessments imposed by a governmental authority shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and such special assessments upon a Unit shall be paid before becoming delinquent.
2. **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for mortgages, taxes, and special governmental assessments, within five (5) days after the attachment of such lien.
3. **Notice of Suit.** A Unit Owner shall give notice to the Association of every lawsuit or other proceeding which will or may affect the title of his Unit or any other part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner.
4. **Judicial Sales.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale, but the purchaser at any such judicial sale shall take the

property subject to the provisions of the Condominium Declaration and the Condominium Documents in the same manner as any other Unit Owner.

5. **Option to Cure Defaults.** In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or any provision of law, the Association shall have the right, but not the obligation, to cure such default by paying the amount so owing to the person entitle thereto, who shall be required to waive such default as consideration for such payment. Any money so paid by the Association shall be deemed a Common Expense owed only by the particular Unit and the Owner thereof for whose benefit the payment was made, and the Association may place a lien against such Unit in accordance with the Act for all sums expended in connection therewith.

ARTICLE XIX. (sic)
MORTGAGEE PROTECTION

1. **Rights of, and Notice to, Mortgagees.** Upon written request to the Association, identifying the name and address of a Mortgagee, or the insurer or guarantor of a mortgage held by a Mortgagee, and identifying the Unit number encumbered by the mortgage held by the Mortgagee, such Mortgagee, insurer or guarantor shall:
- (a) be entitled to written notice of:
- i. Any information loss which affects a material portion of the Condominium Property or any unit or which the Mortgagee has an interest;
 - ii. Any default by a Unit Owner who owns a Unit subject to a mortgage held by a Mortgagee, in the performance of such Unit Owner's obligations as set forth in the Condominium Documents (including, without limitation, delinquency in the payment of Assessments or charges owed by such Unit Owner), which default remains uncured for a period of sixty (60) days;
 - iii. Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Association;
 - iv. Any proposed action which would require the consent of a specified percentage of Mortgagees, as provided for herein.
- (b) have the right to:
- i. Inspect the books, records, and financial statements of the Association, and current copies of the Condominium Documents, during normal business hours, all of which documentation shall by maintained by the Association in its offices;

- ii. Receive an annual financial statement of the Association within one hundred twenty (120) days following the end of any fiscal year of the Association; and
 - iii. Prepare audited financial statements of the Association, as the expense of the Mortgagee;
 - iv. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
 - v. Receive a copy of all notices permitted or required by this Condominium Declaration to be given to the Unit Owner whose Unit is encumbered by the mortgage held by such Mortgagee.
2. **Prior Mortgagee Approval.** To the extent permitted by the Act, and notwithstanding any other provisions to the contrary contained in the Condominium Documents, Mortgagees shall be afforded the following rights:
- a. Any restoration or repair of the Condominium Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the original plans and specifications for the Condominium Property, unless other action is approved by Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total voting power of Units subject to mortgages on Units.
 - b. Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation must have the approval of Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total voting power of Units subject to such mortgages.
 - c. Any election to terminate the legal status of the Condominium, except if such election to terminate occurs (y) at a time when Declarant owns all of the units or (z) after substantial destruction or a substantial taking in condemnation, must have the approval of Mortgagees holding mortgages on Units which have at least sixty-seven (67%) percent of the total voting power of Units subject to such mortgages.
 - d. To the extent any of the actions listed below would require an amendment to the Condominium Documents, any amendment to the Condominium Documents authorizing such action must be approved by Mortgagees holding

mortgages on Units which have at least fifty-one (51%) percent of the total voting power of Units subject to such mortgages:

- (i)** any alteration of voting rights of Unit Owners;
- (ii)** any increase in Assessments to Unit Owners over the preceding year by more than twenty-five percent;
- (iii)** any alteration in the provisions of the Condominium Documents affecting liens for Assessments and the priority of liens for Assessments;
- (iv)** any reductions in reserves for maintenance, repair and replacement of Common Elements;
- (v)** any change in identity of person responsible for maintenance and repair;
- (vi)** except as otherwise provided in Section 1 of Article XIV, any reallocation of interests of Unit Owners in the Common Elements or Limited Common Elements, or rights to their use;
- (vii)** except as otherwise provided in Section 1 of Article XIV, any alteration of the boundaries of any Units;
- (viii)** except as otherwise provided in Section 1 of Article XIV, any conversion of all or part of any of the Units into Common Elements, or any conversion of all or part of any of the Common Elements into Units;
- (ix)** except as otherwise provided in Section 1 of Article XIV, any additions to, or deletions from, the Condominium Property;
- (x)** any change in hazard or fidelity insurance, or fidelity bond, requirements;
- (xi)** the imposition of any restrictions in the leasing of any Units, or a change in any such restrictions; and
- (xii)** any decision by the Board to cause the Association to manage the Condominium Property directly, without the Manager.

- e. Any amendment to the Condominium Documents that would modify any provision that expressly benefits Mortgagees must have the approval of Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total voting power of Units subject to such mortgages.
 - f. No Unit may be partitioned, combined or subdivided by the Unit Owner thereof in accordance with the provisions of the Condominium Documents without the prior written approval of the Mortgagee holding the Mortgage on such Unit.
 - g. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in its mortgage, or pursuant to a conveyance in lieu of foreclosure, or any purchaser at a foreclosure sale upon enforcement of the Mortgagee's mortgage, shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such party, except for claims for a pro rata re-allocation of such Common Expenses to all Units including the mortgaged Unit.
3. **Tacit Consent.** Provided that the Association shall have given written notice, by certified mail, return receipt requested, to a Mortgagee entitled to notice of an action requiring its consent, that Mortgagee shall be deemed to have consented to such action unless the Association shall have received a response from the Mortgagee to the Association's written notice within thirty days after the date the Association's notice was deposited in the United States mail, postage prepaid.

ARTICLE XX.
EMINENT DOMAIN

1. **General Provisions.** If all or any part of the Condominium Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association exclusively shall be entitled to participate in proceedings incident thereto, on behalf of the Unit Owners. Each Unit Owner appoints the Association as such Unit Owner's attorney-in-fact for such purpose. The Association shall give timely written notice of the existence of such proceedings to all Unit Owners and to all Mortgagees known to the Association to have an interest in Unit. The expense of participation in such proceedings by the Association shall be borne by the Association, and charged as a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such

damages or awards shall be applied, as determined by the Board, to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceedings.

2. **Taking of Common Elements Exclusively.** With respect to any taking of the Common Elements exclusively, all damages and awards shall be determined for such taking as a whole and not for each Unit Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Unit Owner of a Unit so taken and such Unit Owner's Mortgagee, if any, as their interest may appear in accordance with the Share of each such Unit Owner, unless the Board determines to restore the Common Elements. If it deems advisable, the Board may call a meeting of the Unit Owners, at which meeting the Unit Owners, by a majority of the voting power of the Association, shall decide whether or not to replace or restore the Common Elements so taken or damaged.
3. **Taking of Less than 66 2/3%.** In the event such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66.66%) of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:
 - (a) The Association shall determine which of the Units damaged by such taking may be made useable for the purposes set forth in the Declaration, taking into account the nature of the Condominium and the reduced size of each Unit so damaged.
 - (b) The Association shall determine whether it is reasonably practical to operate the remaining Units of the Condominium including those damaged Units which may be occupied as a condominium in the manner provided in this Condominium Declaration.
 - (c) In the event the Association determines it is not reasonably practical to operate the undamaged Units and the damaged Units which can be made usable, then the Condominium shall terminate and the Condominium Property shall thenceforth be owned by all Unit Owners, as owners in indivision, in the percentage ownership interest previously owned by each Unit Owner. The Association shall promptly file with the Register of Conveyances of the Parish of Orleans such documents as may be necessary to terminate the condominium regime.
 - (d) In the event the Association determines it will be reasonably practical to operate the undamaged Units and the damaged Units which can be made usable then the damages and awards made with respect to each Unit which has been determined to be capable of being made useable shall be applied to repair and to reconstruct such

Unit so that it is made usable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Units which are usable. With respect to those Units or portions thereof which may not be usable, the award made shall be paid in accordance with the Share of each Unit Owner of such nonusable Unit or portion thereof, and the remaining portion of such Units, if any, shall become a part of the Common Elements. Upon payment of such award for the account of such Unit Owner as provided herein, such Unit shall no longer be susceptible of independent ownership as a part of the Condominium Property and the percentage ownership interest in the Common Elements appurtenant to each remaining Unit which shall continue as a part of the Condominium Property shall be allocated to the remaining Units in the same proportion that the Shares of the remaining Unit Owners bear among themselves.

4. **Taking of More than 66 2/3%.** If the entire Condominium Property is taken, or more than sixty-six and two-thirds percent (66.66%) of the Units are taken or damaged by such taking, all damages and awards shall be paid to or for the accounts of the Unit Owners of Units or their Mortgagees; if any, as their interests may appear, as provided herein, in proportion to their respective Shares; and this condominium regime shall terminate upon such payment. Upon such termination, the Condominium Property shall be owned in indivision by all Unit Owners in the same proportions as previously owned by each Unit Owner in the Common Elements.

Any damages or awards provided in the article shall be paid to or for the account of any Unit Owner and Mortgagee, if any, as their interests may appear.

ARTICLE XX. (sic) **GENERAL PROVISIONS**

1. **Rights and Obligations.** Each purchaser or grantee of Declarant, by the acceptance of an act of conveyance, and each purchaser under any sale contract, accepts such conveyance subject to all restrictions, privileges, servitudes, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Condominium Declaration and in the other Condominium Documents, all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations thereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest in the Condominium, and shall inure to the benefit of such person in like manner as though the provisions of this Condominium Declaration were cited and stipulated at length in each and every act of conveyance. Reference in the respective acts of conveyance, or any mortgage or other evidence of obligation, to the servitudes and rights described in this Condominium Declaration or the other Condominium

Documents shall be sufficient to create and reserve such rights to the respective purchasers and grantees of any Unit, and Mortgagees holding mortgages encumbering such Units, as fully and completely as if such rights were recited fully and set forth in their entirety in such documents.

2. **Power of Declarant.** Until such time as the Board provided for in this Declaration is formed, the Declarant shall exercise any of the powers, rights, duties and functions of the Board. Unless otherwise specifically provided to the contrary in any of the Condominium Documents, the Declarant, for so long as Declarant owns a Unit, shall be entitled to all of the rights, and subject to all of the obligations, of a Unit Owner respecting such Unit.
3. **Access to and from Units.** Notwithstanding any other provision hereof to the contrary, for as long as the Condominium Property is subject to a condominium regime, each Unit Owner shall have an unrestricted right of access through the Common Elements to and from the Unit owned by such Unit Owner.
4. **No Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
5. **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium development.
6. **Exculpation and Indemnity.** The members of the Board, the officers of the Association, the Declarant and its officers, directors and shareholders shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith, of such members or officers. The Unit Owners shall indemnify and hold harmless each of the above noted persons against all contractual liability to others arising out of contracts made by them on behalf of the Unit Owners or the Association unless such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of the aforesaid indemnity shall be limited be a percentage of the total liability equal to his Share.
7. **Severability.** If any term, covenant, provision, phrase, or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect alter, modify, or impair in any manner whatsoever any other term, provision, covenant, or element of the Condominium Documents. If any provision of this Condominium Declaration, or any section, sentence, clause, phrase, or word or the application thereof in any

circumstances is judicially held to be in conflict with the laws of the State of Louisiana, then said laws shall be deemed controlling and the validity of the remainder of this Condominium Declaration, and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances, shall not be affected thereby.

8. **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 part of the text of the Condominium Documents.
9. **Number and Gender.** Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender used shall be deemed to include all genders.
10. **Notices.** Notices provided for in the Act or the Condominium Documents shall be in writing and shall be addressed to the Board, or any Unit Owner, as the case may be, at 4630 South Carrollton Avenue, New Orleans, Louisiana 70119 (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address(es) as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, when delivered in person with the written acknowledgment of the receipt thereof.

THUS DONE, SIGNED, AND PASSED in multiple originals at New Orleans, Louisiana, on May 24, 2005, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:

Matt Dick

Laurie Howenstine

ALEXANDER F. EAGLE, IV

NOTARY PUBLIC

CARL J. LITTLE

Bar NO. 24523

CARL J. LITTLE, NOTARY PUBLIC

STATE OF LOUISIANA

BAR #24523

MY COMMISSION IS FOR LIF

EXHIBIT A

LAND

That certain portion of ground, together with all the buildings and improvements thereon, and any of the rights, ways, privileges, servitudes, advantages and prescriptions thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, in Square NO. 199, bounded by Polymnia, Coliseum, Euterpe and Prytania Streets, which lot designated by No. 1 on plan of survey by H. Moe Hausen, Surveyor, dated May 5, 1845, deposited in the office of T. Gyuol, late Notary, said lot forming the corner of Coliseum and Euterpe Streets, measures 28 feet, 5 inches, 1 line front on Coliseum Street, same width in the rear, by a depth and front on Euturpe (sic) of 117 feet, 9 inches, 6 $\frac{3}{4}$ lines between equal and parallel lines. All in accordance with survey of J.J. Krebs & Sons, Inc., C.E.&S., dated February 20, 1973, and Wilton J. Dufrene, Land Surveyor, dated May 6, 1978. All as more fully shown on a survey by Gilbert, Kelly & Couturie, Inc. dated June 3, 2003.

Improvements thereon bear the Municipal Number 1703 Coliseum Street, New Orleans, Louisiana and 1410-1412-1414 Euterpe Street.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO HE (sic) FOLLOWING:

1. Any and all encumbrances, easements, servitudes, boundaries and fence mislocations which a current survey may reveal or in the chain of title.
2. Any and all encumbrances easements, servitudes, boundaries and fence mislocations on an attached survey by Gilbert, Kelly & Couturie, Inc., dated April 1, 2005 and made a part of this Declaration.

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022

EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS

2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

EXHIBIT B

THE COLISEUM PARK CONDOMINIUMS

**ARTICLES OF INCORPORATION
OF
THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC.**

(see attached)

RE-TYPE OF ORIGINAL

**ARTICLES OF INCORPORATION
OF
THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC.**

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 24 day of May, 2005, before me, the undersigned Notary Public, personally came and appeared, Carl J. Little, the incorporator herein, who declared unto me, Notary, in the presence of the undersigned competent witnesses, that, availing himself of the provisions of the Louisiana Business Corporations Law relative to Non-Profit Corporations (LSA-R.S. 12:201, et. Seq.), does hereby organize 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 Coliseum Park Condominium 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 described on Exhibit "Q" of the condominium documents and the legal status thereof imposed by the establishment of a condominium regime affecting it.
- C. Condominium Unit means a condominium parcel, consisting of a Unit in the Condominium and its appurtenant interest in the common elements of the Condominium as established by the Declaration.
- D. Declaration as instrument in conformity with the provisions of LSA-R.S. §9:1121, et. Seq., executed and registered for the purpose of submitting to the condominium form of ownership the immovable property described in Exhibit "A".

- 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.

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

The Association shall have and exercise the 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.
- C. To exercise and enjoy all of the powers, rights and privileges granted to our conferred upon non-profit corporations by the Louisiana Corporation Law, LSA-R.S. 12:201, et. Seq., as now or hereafter in force.
- D. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of the Louisiana Condominium Act in LSA-R.S. 9:1121, et. Se., as now or hereafter in force.

All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, together with its supporting documents, which govern the use of the Condominium to be operated and administered by this Association.

ARTICLE V
MEMBERSHIP

The qualification of Members, the manner of their admission and voting by Members shall be as follows:

- A. This Association shall be organized without any capital stock.
- B. All Owners of Condominium Units in the Condominium shall be Members and no other person or entity shall be entitled to membership.
- C. After the Declaration has been registered, persons shall become Members by the registry in the conveyance records of the Parish of Orleans, State of Louisiana, of an act of sale or other instrument vesting in them title to a Unit and the delivery to the Association of a true copy of such instrument. The new Owner designated by such instrument shall then become a Member and the membership of the prior Owner shall at that time be terminated.
- D. The interest of any Member in any part of the Condominium or in the funds and assets of the assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit.
- E. Voting by the Members in the affairs of the Association shall be on the following basis:

The aggregate number of votes for all Owners shall be Six (6). Each Unit will have one (1) vote per unit. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

ARTICLE VI
CORPORATE EXISTENCE

The Association shall continue to exist so long as the Condominium shall be in existence.

The Association may be terminated by termination of the Condominium in accordance with the conditions set forth in the Declaration of Condominium and supporting documents.

ARTICLE VII
REGISTERED AGENT AND OFFICE

The registered agent upon whom services of process may be effected for the corporation as Carl J. Little, 4630 South Carrollton Ave., New Orleans, Louisiana 70119, and the registered office is 4630 South Carrollton Avenue, New Orleans, Louisiana 70119.

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 there (3) members.
- C) The exact number of directors, the procedure for their election, their terms 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 addressed 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:

NAME	ADDRESS	OFFICE
Alexander F. Eagle, IV	1711 Massachusetts Ave. NW #113 Washington, D.C. 20036	President/ Secretary/ Treasurer

ARTICLE X
INCORPORATOR

The following are the original incorporators and subscribers of the Articles of Incorporation of this Association.

NAME	ADDRESS
Carl J. Little	4630 South Carrollton Avenue New Orleans, LA 70119

ARTICLE XI
BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors. Amendment, alteration or rescission of the By-Laws shall be by the Board of Directors, subject to the approval of not less than sixty-six and two-thirds (66.66%) percent of the Owners as provided in Article V(E.) hereof.

ARTICLE XII
AMENDMENTS TO ARTICLES OF INCORPORATION

SECTION 1. These 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 sixty-six seven (67%) (sic) percent of the Owners as provided in Article V(E.) 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 considered.

SECTION 2. No amendment to these Articles of Incorporation which in any way changes the percentage of ownership owned by any Member in the Common Elements of the Condominium, ow 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 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 in the Charter Record Books of the Recorded of Mortgages for the Parish of Orleans, State of Louisiana.

ARTICLE XIII
ASSESSMENTS AND FUNDS

- A. All assessments paid by the Owners 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 except to the extent necessary to carry out the powers vested in it as agent for said Owners.
- 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 the Common Expenses of the Condominium, 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 Common Elements of the Condominium.
- D. Upon termination of the Condominium and dissolution of 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 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 party 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.

ARTICLE XV
PROXIES

Members may grant proxies relating to voting or conduct by Members on any questions pertaining to same.

THUS DONE AND SIGNED on the date first hereinabove written, in the presence of the undersigned competent witnesses for me, Notary, after due reading of the whole.

WITNESSES:

Laurie Howenstine
Matt Dick

INCORPORATOR:

BY: Carl J. Little

NOTARY PUBLIC

MARK J. BOUDREAU, NOTARY PUBLIC
STATE OF LOUISIANA
BAR #23658
MY COMMISSION IS FOR LIFE

**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT**

**STATE OF LOUISIANA
PARISH OF ORLEANS**

On this 24 day of May, 2005, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared CARL J. LITTLE, who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of The Coliseum Park Condominium Association, Inc. which is a corporation authorized to transact business in the State of Louisiana pursuant to the revisions of the Title 12, Chapter 1, 2 and 3.

CARL J. LITTLE
REGISTERED AGENT

SWORN TO AND SUBSRIBED,
BEFORE ME ON THIS 24
DAY OF MAY, 2005

NOTARY PUBLIC
MARK I. BOUDREAU, NOTARY PUBLIC
STATE OF LOUISIANA
BAR #23658
MY COMMISSION IS FOR LIFE

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022

EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS

2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

EXHIBIT C

THE COLISEUM PARK CONDOMINIUMS

BY-LAWS

OF THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC.

(see attached)

RE-TYPE OF ORIGINAL

**THE COLISEUM PARK CONDOMINIUMS
BY-LAWS
OF
THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

The terms used in these By-Laws, to the extent they are defined in the Declaration, as defined in the Articles of Incorporation to which the Association has been formed, shall have the same definitions as set forth therein.

**ARTICLE II
MEMBERS**

SECTION 1. Membership. The membership of the Coliseum Park Condominium Association, Inc., a Louisiana non-profit corporation, shall consist of the Owners of the Condominium known as The Coliseum Park Condominiums located at 1703 Coliseum and 1410-1414 Euterpe Streets, New Orleans, Louisiana 70130.

SECTION 2. Owners. The individuals or entities who are the holders of record title to One Hundred (100%) percent of the undivided ownership of each of the Units as disclosed by the records of the Register of Conveyances of the Parish of Orleans, State of Louisiana.

SECTION 3. Succession. The membership of each Owner shall terminate when he ceases to be an Owner and upon the sale, transfer or other disposition of his ownership interest in the Condominium, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest but such Owner shall remain liable for all Common Charges and other obligations which accrued but were unpaid during his ownership of said Unit.

SECTION 4. Regular Meetings. The first regular annual meeting of the Owners (the "First Meeting") shall be held, not less than forty-five (45) days and not more than ninety (90) days after the earlier to occur of eighteen (18) months after the sale of the first Unit or the date on which the Declarant has sold and delivered its deed for all six (6) of the Units. Declarant may call a meeting earlier at his discretion. Subsequent to the First Meeting, there shall be a regular annual meeting of the Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such meeting of the Owners shall begin at 1:00 p.m. and shall be held at such place in Orleans Parish, Louisiana and on such date as may be specified in a written notice of the meeting which shall be given to all Owners at least ten (10) days prior to the date of such meeting.

SECTION 5. Special Meetings. Special meetings of the Owners may be called by the President upon his own initiative and shall be called by the President within five (5) days after his receipt of a written request for a special meeting of the Owners from a majority of the Directors or from Owners having at least forty (40%) percent of the Votes entitled to vote at such meetings. Special meetings shall be called by delivering written notice to all Owners not less than (10) days prior to the date of said meetings, stating the date, time and place of said meeting, the persons or persons requesting said meeting, and the matters to be considered.

SECTION 6. Delivery of Notice of Meetings. Notices of any meetings may be delivered either personally or by mail to an Owner at the address given to the Board by said Owner for such purpose or to the Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 7. Voting. The aggregate number of votes for all Owners (the "Votes") shall be six (6). Each unit shall have one vote. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided by shall be exercised by one person in accordance with the proxy or other designation made by the persons owning such Unit. The Declarant may exercise all voting rights with respect to Units owned by it.

SECTION 8. Quorum. A quorum for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the Votes entitled to be cast at such meeting.

SECTION 9. Proxies. An Owner may vote by proxy at any meeting of Owners, provided such proxy is in writing and signed by the 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 III

BOARD OF DIRECTORS

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (the "Board") shall consist of three (3) members (each, individually, a "Director" and, collectively, the "Directors"). The three (3) Directors listed in the articles of Incorporation of the Association (collectively, the "First Board") shall be appointed by the Declarant or elected at the first meeting of the Association.

The members of the First Board shall serve until they are replaced by Directors elected by the Owners in accordance with the provisions of the following paragraph.

Until the earlier to occur of: (i) the sale of the first three (3) of all six (6) of the Units or (ii) eighteen (18) months after the first sale of a Unit, the Declarant shall have the right to exercise all powers, rights, duties, and functions of the Board. Effective on such date, responsibility for governance of the Condominium Property shall be transferred to the Association, if not sooner turned over to the Unit Owners by declarant as hereafter provided. The Declarant shall be

entitled, however, to exercise all rights and privileges of a Unit Owner, including the right to cast the votes allocated to each Unit that it owns.

SECTION 2. Qualification. Except for members of the First Board or any person appointed by Declarant to serve the unexpired term of a member of the First Board, each Director shall be an Owner. In an Owner is a trustee of a trust, a Director may be a beneficiary of such trust; and, if an Owner is a corporation or partnership, a Director may be an officer, partner or employee of such Owner. 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 Directors, 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; and that, so long as one (1) or more members of the First Board shall remain in office, any Director elected by the Owners other than Declarant shall be replaced by a Director elected by the Owners other than 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 contemporaneously with the regular annual meeting of 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. Special meetings of the Board may be held by telephone conference call. 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. A Director other than a member of the First Board while serving as a member of the First Board may be removed from office for cause or by the vote of two-thirds (2/3) of the total Votes. Any member of the First Board may be removed only for material breach of his fiduciary duties.

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 Owners.

SECTION 7. Quorum. Except as provided in Section 10 hereafter, two (2) Directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties.
(a) to elect and remove the officers of the Association as hereinafter provided;

- (b) to administer the affairs of the Association and the Condominium;
- (c) to formulate policies for the administration, management and operations of the Condominium and the Common Elements thereof;
- (d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Condominium and the Common Elements, and to amend such rules and regulations from time to time;
- (e) to impose the charges for late payment of assessments and levy such fines for violation of the Declaration, these By-Laws and such Rule and Regulations of the Association as shall be established pursuant to Article V, Section I hereof;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements;
- (g) 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 purchased or the maintenance, repair, replacement, administration, management and operation of the Condominium and the Common Elements, and to delegate any such posers to the Managing Agent if applicable, (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to enter into any lease or purchase agreement for the lease or purchase of Units, upon such terms at the Board may approve;
- (k) to enter into such contract and agreements relating to the providing of maintenance, management and operational services it may deem advisable;
- (l) to enter into such leases of portions of the Common Elements as the Board may deem advisable; and
- (m) to exercise all other powers and duties of the Association and all powers and duties of the Board referred to in the Declaration.

SECTION 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to gran 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 or in the Declaration, have been delegated to the Owners.

ARTICLE IV **OFFICERS**

SECTION 1. Designation. At each 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 Owners, and who shall be the chief executive office of the Association;
- (b) a Secretary who shall keep the minutes of all meetings of the Board and of the Owners and who shall in general perform all the duties incident to the office of Secretary.
- (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 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 members thereof at a special meeting of the Board. Any officer so elected to fill a vacancy shall hold office for 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 Owners.

ARTICLE V **ASSESSMENTS**

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association (the "Annual Budget"). To the extent that the assessments and other cash income collected from the 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 provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. The Annual Budget shall not require an assessment of Owners for Common Expenses in an amount exceeding one hundred fifteen (115%) percent of the Annual Budget for Common Expenses for the preceding year unless such excess is approved by a majority vote of Owners.

SECTION 2. Assessments. The Annual Budget for each fiscal year shall be approved by the Board and copies thereof shall be furnished by the Board to each Owner not later than thirty (30) days prior to the beginning of such year. On or before the first day of each month of the year covered by the Annual Budget, each Owner shall pay as his Common Charges his respective proportionate share of the Common Expenses except Unit 5. Such proportionate share for each Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C of the Declaration, except as to those items or expenses which are specifically allocated in non-proportionate amounts by the Board pursuant to the authority set forth in Section 4 of this Article IV. Unit 5 shall be subject to its own budget. In the event that the Board shall not approve an Annual Budget or shall fail to determine new assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month as may be directed by the Board. No Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements or any Limited Common Elements.

SECTION 3. Supplemental Assessments. In the event that during the course of any year it shall appear to the Board that the Common Charges determined in accordance with the Annual Budget for such year are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board, subject to the limitations of Section 1 hereof, 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 Owner; and thereupon a supplemental assessment shall be made on each Owner as a Common Charge for his proportionate share of each supplemental budget.

SECTION 4. Non-Proportionate. The Board may, at its election and only to the extent necessary to accomplish a fair and equitable allocation of those costs of operation of the Condominium which are attributable to services which are enjoyed to a materially disproportionate extent by one or more Units and the occupants thereof, allocate the Common Expenses among the Units in a manner other than in proportion to their respective appurtenant interests in the Common Elements. Such costs and the rationale for the Board's allocation shall be clearly identified on each Annual Budget and shall not include any expense related to structural repair or replacement of the Building.

SECTION 5. Special Assessments. The Board may impose one (1) or more special assessments during the course of the year for the purpose of payment for capital improvements to the Property; provided, however, that any one (1) or more special assessments aggregating more than fifteen (15%) percent of Common Expenses for the fiscal year shall require ratification by at least two-thirds (2/3) of the Votes before imposition.

SECTION 6. 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 Common Charges for each Unit shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that an Owner acquires ownership of his Unit, each Owner shall pay his Common Charges for the following month or fraction of a month, which assessment shall be in proportion to his 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 7. Operating Statement. Within ninety (90) days after the end of each fiscal year covered by the Annual Budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for each year so ended, showing the receipts and expenditures and such other information as the Board may need desirable.

SECTION 8. Expenditures. Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure not provided for in the Annual Budget in excess of Seven Thousand Five Hundred and NO/100 (\$7500.00) Dollars, unless required for the protection, operation or emergency repair of the Common Elements or Limited Common Elements, nor enter any contract for more than one (1) year without prior approval of Owners entitled to two-thirds (2/3) of the Votes.

SECTION 9. Lien. If an Owner shall fail or refuse to make payment of any portion of his Common Charges, Late Charges, or any Special Assessment when due, the amount thereof, together with interest thereon at the rate of eighteen per cent (18%) per annum from and after said Common Charges, Late Charges, or any Special Assessment becomes due and payable, shall be secured by a privilege upon the Unit as provided in Section 1123.115 of the Act, provided, however that such lien shall be subordinate to the encumbrance of any First Mortgage except from and after the date on which such Approved Mortgagee either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or causes a keeper of the Unit to be appointed. The provisions of the Section 8 shall not be amended, modified, or rescinded in any way without prior written consent of all Approved Mortgagees.

The Association or its successors and assigns, or the Board or its agents shall have the right to maintain a personal action to collect unpaid Common Charges due by any Owner and to enforce the privilege against such Owner's Unit as provided in the Act or the Declaration; and that 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 common Charges.

SECTION 10. Late Charges Fines and Penalties. In the event that an Owner shall fail or refuse to make payment of any portion of his Common Charges or any Special Assessment within ten (10) days after the due date thereof, such Owner shall pay a penalty of One Hundred and No/100 (\$100.00) Dollars as a late charge; and the Association shall not be obligated to receive such Owner's payment of his Common Charges or any special assessment without payment of such late charge. The Association may, after notice and a reasonable opportunity to be heard, levy reasonable fines or take such other action as is permitted under the Act or the Declaration, for violation of the Declaration, the By-Laws and the Rules and Regulations of the Association which fines or actions shall be secured and enforceable as provided in Section 8.

SECTION 11. 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 and Special 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 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 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 Owner a statement of his account setting forth the amount of any unpaid Common Charges or Special Assessments due and owing from such Owner.

SECTION 12. 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 Condominium or the Common Elements, rather than a lien against only a particular Unit, When less than all the Owners are responsible for the existence of any such liens, the 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 13. 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 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 Owners in the percentages set forth in Exhibit C of the Declaration.

ARTICLE VI
RULES AND REGULATIONS

SECTION 1. Authority. The Board shall have the power and authority to adopt and enforce reasonable rules and regulations for the governance of the Condominium which may include, but shall not be limited to, regulation of decoration and/or furnishing of the exterior areas of Limited Common Elements and those areas or portions of Units visible from the exterior of the Building, maintenance and upkeep of the Special Limited Common Elements and use and enjoyment of the Common Elements and maintenance of the residential character of the Condominium as contemplated by the Declaration.

SECTION 2. Initial Rules and Regulations. Upon its formation, the First Board will adopt the Rules and Regulations annexed hereto as Exhibit "I" which shall remain in effect until modified or supplemented as provided herein.

SECTION 3. Procedure. Notice of any amendment or supplement to the Rules and Regulations setting forth in reasonable detail the proposed changes or additions shall be delivered to each Owner not less than thirty (30) days prior to the date of the meeting scheduled for action by the Board on such proposed modification or supplement. The proposed modification or supplement may be adopted by the Board in the form circulated or with such minor amendments as well not substantially alter its purpose or effect unless more than fifty (50%) percent of the Owners shall have delivered to the Board, prior to or at the scheduled meeting, written notification of their objection to proposed modification or supplement. If any proposed modification or supplement is rejected by vote of the Owners as set forth hereinabove, the issues presented by the proposed modification or supplement shall be made the subject of a special meeting of the Owners and shall be resolved by vote of a majority of the Owners present at such special meeting.

ARTICLE VII
CONFLICTS OF INTERST

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board of a committee thereof which authorizes or approves the contract of 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 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; or

- (b) the contract or transaction is fair and reasonable as tot eh Association at the time it is authorized or approved.

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 VIII **AMENDMENTS**

These By-Laws may be amended only by the affirmative vote of sixty-six seven (67%) percent of the Votes at a regular or special meeting of the Owners of which written notice stating in detail the proposed changes have been delivered to each Owner and each Approved Mortgagee more than ten (10) days prior to the date of each meeting.

ARTICLE IX **INDEMNIFICATION**

SECTION 1. General. The Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association and Declarant against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, or Declarant on behalf of the Owners or arising out of their status as Directors, officers, committee members of the Association or, as the Declarant, its exercise of any of the Administrative rights reserved to it in the Declaration, 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 criminal, administrative or other, in which any such Director, officer, committee member, or Declarant may be involved by virtue of such persons being or having been such Director, officer, 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 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.

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 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 attorney's fees) actually and reasonably incurred by him in connection therewith.

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 IX.

SECTION 4. Other Rights. The indemnification provided by this Article IX 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 official 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 Director, 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.

CERTIFIED AS THE ENTIRE ACCURATE BY-LAWS OF THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC. AS OF THE 24TH DAY OF MAY, 2005.

ALEXANDER F. EAGLE, IV
SECRETARY

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022

EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS

2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

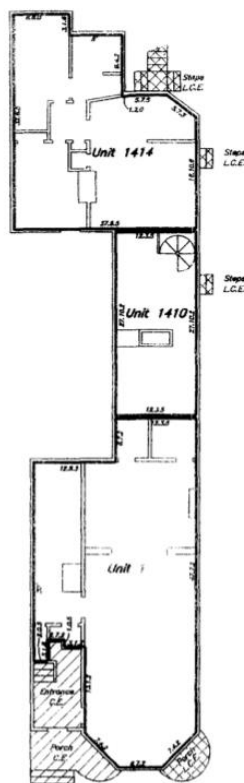
**EXHIBIT D
THE COLISEUM PARK CONDOMINIUMS
BUILDING PLAN**

(see attached)

RE-TYPE OF ORIGINAL

SQ. NO. 199
 FIRST DISTRICT

ORLEANS PARISH
 NEW ORLEANS, LA



First Floor

Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit - []

C.E. - Common Element [diagonal hatching]

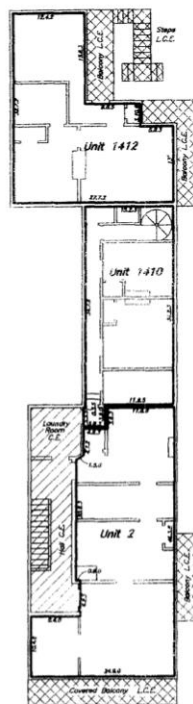
L.C.E. - Limited Common Element [cross-hatching]

Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
 2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

SQ. NO. 199
 FIRST DISTRICT

ORLEANS PARISH
 NEW ORLEANS, LA



Second Floor

Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit -

C.E. - Common Element

L.C.E. - Limited Common Element

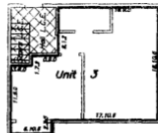
Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
 2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022
EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS
2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

SQ. NO. 199
FIRST DISTRICT

ORLEANS PARISH
NEW ORLEANS, LA



Third Floor

Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit --

C.E. - Common Element

L.C.E. - Limited Common Element

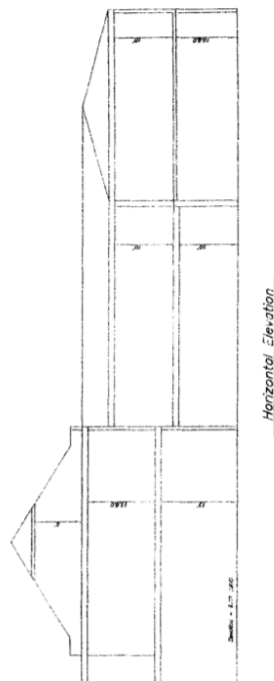
Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
212 1/2 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022
EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS
2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

SQ. NO. 199
FIRST DISTRICT

ORLEANS PARISH
NEW ORLEANS, LA



Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit =

C.E. - Common Element

L.C.E. - Limited Common Element

Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

0046671

RETYPE OF ORIGINAL BY DEBORA HADEEN, 04/21/2022

EXHIBIT A, B, C, D, E, F, G, H – THE COLISEUM PARK CONDOMINIUMS

2005-27451 - REGISTERED 308733, 05/27/2005 09:30:58 AM

**EXHIBIT E
THE COLISEUM PARK CONDOMINIUMS
PLAT OF SURVEY**

(See attached)

RE-TYPE OF ORIGINAL

Q. NO. 199
FIRST DISTRICT

ORLEANS PARISH
NEW ORLEANS, LA



EXHIBIT F
THE COLISEUM PARK CONDOMINIUMS

**Unit Designation, Unit Owners Common Element Percentage of Ownership Interest
 and Monthly condominium Association Assessment**

Unit Description	Square Feet*	% Ownership**	Monthly Assessment
1703 Unit 1	1057.34	23%	241.00
1703 Unit 2	836.34	19%	199.00
1703 Unit 4	414.19	9%	94.00
1410 Euterpe	876.13	19%	199.00
1412 Euterpe	733.04	16%	167.00
1414 Euterpe	638.11	14%	146.00
TOTAL	4,555.15	100%	

* Square footage provided by Surveyors. Declarant does not warrant square footage.

** Rounded to the nearest one (1%) percent.

xxx Rounded to the nearest dollar

Declarant reserves the right to modify the Share of Unit Owners set forth above in accordance with the provisions of the Condominium Declaration.

EXHIBIT G

**THE COLISEUM PARK
 CONDOMINIUM ASSOCIATION, INC.**

<u>REVENUES</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
UNIT ASSESSMENTS	\$ 1,045.85	\$12,550.16
LATE FEES	0	0
INTEREST	0	0
TOTAL REVENUES	\$ 1,045.85	\$12,550.16
 <u>EXPENSES</u>	 <u>MONTHLY</u>	 <u>ANNUAL</u>
INSURANCE	\$ 692.75	\$ 8,313.00
COMMON AREA MAINTENANCE	\$ 40.00	\$ 480.00
TERMITE CONTRACT	\$ 25.00	\$ 300.00
UTILITIES-COMMON AREAS (WATER AND ELECTRICITY)	<u>\$ 150.00</u>	<u>\$ 1,800.00</u>
TOTAL EXPENSES	\$ 907.75	\$10,893.00
 RESERVE FOR REPAIRS		
ROOF REPAIR (6,000/7YRS.)	\$ 71.43	\$ 857.16
EXT PAINT MAINTENANCE (4,000/5YRS)	\$ 66.67	\$ 800.00

EXHIBIT H
THE COLISEUM PARK CONDOMINIUMS

RULES AND REGULATIONS

(See attached)

RE-TYPE OF ORIGINAL

**RULES AND REGULATIONS
FOR
THE COLISEUM PARK CONDOMINIUMS**

The following rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Association, shall govern the use of the Property comprising The Coliseum Park Condominiums (the "Condominium") and the conduct of all unit owners, tenants, invitees, guests, and/or occupants thereof.

1. The alleyways, balcony, hallways, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements of the Condominium shall be painted or decorated by any Unit Owner or tenant in any manner without prior written consent of the Association.
3. No furniture, equipment or other persons personal property shall be placed in the entrances, hallways, stairways or other Common Elements.
4. No Unit Owner or tenant shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any other Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Unit Owners, their tenants, clients, invitees, customers, clients, patients or guests.
5. Not more than one dog or two cats and no other animal shall be kept in any Unit. No dog shall be allowed that weighs in excess of 60 pounds (whether initially or after full growth). No cat or combination (2) of cats shall weigh in excess of 25 pounds. Any Unit Owner having a pet must comply with the pet policy established by the Association now or hereafter. All pers shall be restrained or on a leash while in or on any of the Common Areas. No pets shall use the Common Areas for urinating or defecating. All pers must be curbed.
6. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance.

7. No shades, awnings, window guards, ventilators or fans shall be used in or about the Building or Common Elements except such as shall have been approved in writing by the Association.
8. No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the Building except such as shall have been approved in writing by the Association.
9. All garbage and refuse from the Building shall be deposited with care in receptacles and/or trash shuts or bins intended for such purpose only at such times and in such manner as the Association may direct.
10. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, papers, ashes or any other articles be thrown in the same. Any damage resulting from misuse or any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.
11. No Unit Owner shall engage any employee or the Association for any private business of the Unit Owner without prior written consent of the Association.
12. No radio or television aerial of any type shall be attached to or hung from the exterior of the buildings without written approval of the Association.
13. The agents of the Association or the agents of the Manager if applicable, appointed by it and any contractor or workman authorized by the Association or the Manager, if applicable, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration or these Rules and Regulations.
14. The Association and the Manager may retain a passkey to each Unit. No Unit Owner shall install any lock on any door leading into his Unit without the prior consent of the Board. If such consent is given, the Unit Owner shall provide the Association with a key for use by the Association or the Manager, if applicable.

15. No Unit Owner, tenant, visitor, guest, agent or contractor of a Unit Owner shall be allowed on the roof of the Building without the express permission of the Manager, or the Association.
16. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.
17. No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning or lighting apparatus which are part of the Common elements and not part of the Unit Owner's unit.
18. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids or other materials or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of the Association or the Manager, if applicable.
19. The Unit Owners shall not be allowed to put their names on any entry to the Building or entrance to any Unit except in the proper places provided by the Association for such purpose.
20. The Unit Owners shall keep the interiors of their Units clean and free from obstructions. The Association and Manager, if applicable, assume no liability for loss or damage to articles stored or placed in the Building.
21. Any damage to the Building or equipment caused by a Unit Owner or such Owner's tenants or employees, guests, invitees or agents shall be repaired at the expense of the Unit Owner.
22. Unit Owners shall be held responsible for the actions of their tenants' employees, agents, guests, clients or invitees.
23. Complaints regarding the operation and management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Association or to the Manager, if applicable.

24. Supplies, goods and packages of every kind are to be delivered in such manner as the Association may prescribe and the Association shall not be responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the Condominium.
25. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants of other Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements of the Condominium.
26. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Elements be used for general storage purposes after the completion of the construction of the Units by the Declarant, nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.
27. No Unit Owner, guest, invitee, etc. shall be allowed on any roof/deck areas except for the sole purpose to maintain, repair or replace said areas.
28. These Rules may be added to, or repealed at any time by the Association in the manner set forth in the By-Laws.

Date 6/5/05 CONVEYANCE OFFICE
JASPER J. SCHIRO

The Title Company
of New Orleans, LLC
4630 S. Carrollton Avenue
New Orleans, Louisiana 70119
Ph. (504) 482-3773 Fax (504) 488-4982

STATE OF LOUISIANA
PARISH OF ORLEANS

**FIRST AMENDMENT OF THE DECLARATION CREATING AND
ESTABLISHING THE CONDOMINIUM REGIME FOR THE COLISEUM PARK
CONDOMINIUMS**

BE IT KNOWN, that on this 10th day of MAY, 2005, BEFORE ME, CARL J. LITTLE, Notary Public duly authorized in and for the State and Parish aforesaid and in the presence of the undersigned witnesses:

PERSONALLY CAME AND APPEARED:

ALEXADER F. EAGLE, IV, a person of the full age of majority and domiciled in the Washington, D.C., appearing herein in his capacity of Declarant and President of The Coliseum Park Condominium Association, Inc., represented herein by Mark J. Boudreau, his agent and attorney in fact (herein after referred to as "EAGLE");

Who declared as follows:

WHEREAS, ALEXANDER F. EAGLE, IV., in his capacity as recited above is the owner of certain immovable property located in the Parish of Orleans, State of Louisiana, which is more particularly described on the annexed Exhibit "A";

AND WHEREAS, by a Declaration Creating and Establishing the Condominium Regime, THE COLISEUM PARK CONDOMINIUMS was executed on May 24, 2005 and registered in Conveyance Office **NO. 308733**, N. A. NO. 2005-27451, ON May 27, 2005, in the Parish of Orleans, State of Louisiana, the Declarant submitted the immovable property described in Exhibit "A" to the Provisions of the Louisiana Condominium Act (LSA-RS. 9:1121 et seq.).

AND WHEREAS, Declarant desires to amend and supplement the aforesaid Declaration, as contemplated by its original terms, particularly with respect to EXHIBIT "D" "Building Plan" and Exhibit "F";

Declarant hereby declares that the above matters are true and correct and restate and amends the Declaration for Coliseum Park Condominiums, to provide as follows:

EXHIBIT "D" of the Condominium Declaration is amended the as follows:

UNIT 1412 AND 1414 EUTERPE WHERE ERRONEOUSLY LABELED ATTACH IS THE CORRECT BUILDING PLAN as Exhibit "B." to this Amendment.

Further, Amended EXHIBIT "F" is Attached as Exhibit "C" to this Amendment.

RE-TYPE OF ORIGINAL

EXHIBIT A
LAND

That certain portion of ground, together with all the buildings and improvements thereon, and any of the rights, ways, privileges, servitudes, advantages and prescriptions thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, in Square No. 199, bounded by Polymnia, Coliseum, Euterpe and Prytania Streets, which lot designated by No. 1 of plan of survey by H. Moe Hausen, Surveyor, dated May 5, 1845, deposited in the office of T. Gyuol, late Notary, said lot forming the corner of Coliseum and Euterpe Streets, measures 28 feet, 5 inches, 1 line front on Coliseum Street, same width in the rear, by a depth and front on Euterpe of 117 feet, 9 inches, 6 $\frac{3}{4}$ lines between equal and parallel lines. All in accordance with survey of J.J. Krebs & Sons, Inc., C.E.&S., dated February 20, 1973, and Wilton J. Dufrene, Land Surveyor, dated May 6, 1978. All as more fully shown on a survey by Gilbert, Kelly & Couturie, Inc., dated June 3, 2003.

Improvements thereon bear the Municipal Number: 1703 Coliseum Street, New Orleans, Louisiana and 1410-1412-1414 Euterpe Street.

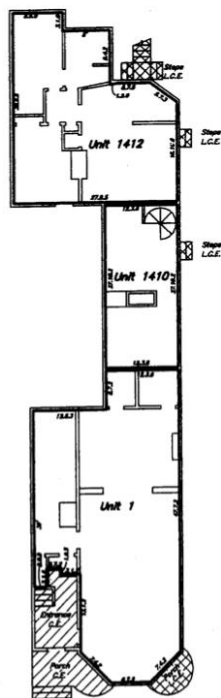
THIS ACT IS MADE, EXECUTED, AND ACCEPTED SUBJECT TO HE FOLLOWING:

1. Any and all encumbrances, easements, servitudes, boundaries and fence mislocations which a current survey may reveal or in the chain of title.
2. Any and all encumbrances, easements, servitudes, boundaries and fence mislocations on an attached survey by Gilbert, Kelly & Couturie, Inc., dated April 1, 2005 and made a part of this Declaration.

EXHIBIT A

SQ. NO. 199
 FIRST DISTRICT

ORLEANS PARISH
 NEW ORLEANS, LA



First Floor

Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit -

C.E. - Common Element

L.C.E. - Limited Common Element

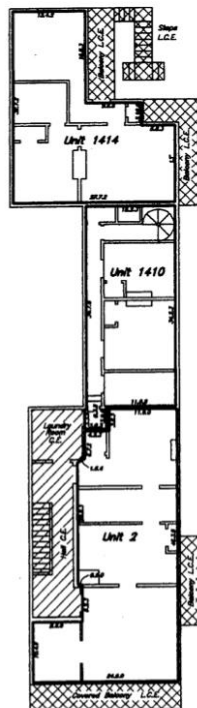


Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
 2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

SQ. NO. 199
 FIRST DISTRICT

ORLEANS PARISH
 NEW ORLEANS, LA



Second Floor

Notes

Square footage was calculated from face of interior wall to face of interior wall of units.

Unit -

C.E. - Common Element

L.C.E. - Limited Common Element

Scale: 1" = 20'

Gilbert, Kelly & Couturie, Inc., Surveying & Engineering
 2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

EXHIBIT F

THE COLISEUM PARK CONDOMINIUMS

Unit designations, Unit Owners Common Element Percentage of Ownership Interest
 And Monthly Condominium Association Assessment

Unit Description	Square Feet*	% Ownership **	Monthly Assessment
1703 Unit 1	1057.34	23%	241.00
1703 Unit 2	836.34	19%	199.00
1703 Unit 3	414.19	9%	94.00
1410 Euterpe	876.13	19%	199.00
1412 Euterpe	638.11	14%	146.00
1414 Euterpe	733.04	16%	167.00
TOTAL	4555.15	100%	

*Square footage provided by Surveyors. Declarant does not warrant square footage.

**Rounded to the nearest one (1%) percent.

xxx Rounded to the nearest dollar

Declarant reserves the right to modify the Share of Unit Owners set forth above in
 accordance with the provisions of the Condominium Declaration.

EXHIBIT C

THUS DONE AND PASSED, in the State and Parish aforesaid, on the day, month and year hereinabove written, in the presence of the undersigned witnesses, who hereunto sign their names with the Declarant and me Notary, after reading of the whole.

WITNESSES:

Laurie Howenstine
Laine Ellzey

ALEXANDER F. EAGLE, IV., BY his agent and attorney in fact, Mark J. Boudreau

CARL J. LITTLE
NOTARY PUBLIC

CARL J. LITTLE, NOTARY PUBLIC
STATE OF LOUISIANA
BAR #24523
MY COMMISSION IS FOR LIFE

RE-TYPE OF ORIGINAL