

DECLARATION
OF
CONDOMINIUM OWNERSHIP
OF
DANNEEL STREET CONDOMINIUM

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON

BE IT KNOWN, that on this 22nd day of May in the year 2002,
BEFORE ME, STEPHEN J. BROUSSARD, Notary Public, duly commissioned and
qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the
witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

Epoch Designs LLC, a Limited Liability Company, duly organized and existing
under the laws of the State of Louisiana, herein represented by Kristy Fatherree
Brigtsen, Manager duly authorized by a certificate of authority, which is attached
hereto and made a part of this instrument.

Mailing Address: PO Box 750635; New Orleans LA 70175-0635

(hereinafter collectively called the Declarant);

and who declared as follows:

WHEREAS, Declarant is the record owner of a certain parcel of real estate in the City of
New Orleans, Louisiana, more fully described as follows:

TWO CERTAIN LOTS OF GROUND, together with all the buildings and
improvements thereon, and all rights, ways, privileges, servitudes, appurtenances
and advantages thereunto belonging or in anywise appertaining, situated in the
SIXTH DISTRICT of the City of New Orleans, designated by the numbers 23
and 24, in Square No. 501, bounded by Napoleon Avenue, General Pershing (late
Berlin), Danneel (late South Rampart), and Saratoga (late St. Patrick) Streets, on a
certificate of survey by S.G. Del'Isle, Surveyor, dated October 25, 1891, annexed
to an act of sale before Benjamin Ory, Notary, on April 7, 1893. According to said
sketch, said lots measure each 30 feet front on Danneel (South Rampart) Street by
152 feet 6 inches in depth between parallel lines.

The improvements on said property bear the Municipal Nos. 4319-21 and 4323-25
Danneel Street.

WHEREAS, the Declarant intends to and does hereby submit the above described real
estate, together with all the buildings, improvements and other permanent fixtures of whatsoever
kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the
provisions of the Louisiana Condominium Act (R.S. 9:1121.101, et seq.) for the purpose of
establishing a condominium regime with respect thereto; and

WHEREAS, the Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants and other persons hereafter acquiring any interest in the Property (hereinafter defined) certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall, at all times, enjoy the benefits of, and shall hold their interest subject to the rights, servitudes, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW THEREFORE, the Declarant, as the record owner of the above-described real property and for the purposes above set forth, hereby declares as follows:

1. **Definitions.** As used herein, unless the context otherwise requires:
 - (a) "Act" shall mean the Louisiana Condominium Act of the State of Louisiana (now appearing as R.S. 9:1122.101 through 9:1124.117).
 - (b) "Association" shall mean "Danneel Street Condominium Association, Inc.", the non-profit corporation caused to be incorporated by the Declarant under the laws of the State of Louisiana consisting of Unit Owners.
 - (c) "Board" shall mean the Board of Directors, the governing authority of the Association.
 - (d) "Building" shall mean the building or buildings located on the real property and forming part of the Property and containing the Units, as shown on the Plat, annexed hereto as Exhibit A and Plans, annexed hereto as Exhibit B.
 - (e) "Common Elements" shall mean the portion of the condominium property not a part of the individual Units, and shall include, but shall not be limited to, the Land, foundations, hallways, stairways, entrances and exits, laundry room, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Unit boundaries as shown on the Plat), structural components of the Building, outside walks and patios, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

- (f) "Condominium" shall have the meaning ascribed thereto in the Act.
- (g) "Declaration" shall mean this Declaration of Condominium Ownership by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Amended Declarations as may be entered into from time to time hereafter.
- (h) "Developer" shall mean Epoch Designs LLC, or its successors or assigns.
- (i) "Land" shall mean the real estate described above in the Declaration and shown on Exhibit "A", a survey dated April 9, 2002 by Gilbert Kelly & Couturie, Surveyors, annexed hereto.
- (j) "Limited Common Elements" shall mean those Common Elements serving exclusively a single Unit or Units, including specifically, but not by way of limitation, balconies, patios, terraces, storage rooms and such portions of the perimeter walls, floors, ceiling, doors, vestibules, windows, entryways, and all associated fixtures and structures therein as lie outside a Unit boundary, but which serve only said Unit or Units. The Board may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units.
- (k) "Majority" or "Majority of Unit Owners" shall mean the owners of more than 50.00% of the Units. Each Unit shall have one vote.
- (l) "Person" shall mean an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (m) "Plans" shall mean those plans described in Exhibit "B", dated April 9, 2002, by Gilbert Kelly & Couturie, Surveyors, annexed hereto.
- (n) "Property" shall mean all interests in the Land, and all improvements and structures to be erected, constructed or contained therein or thereon, including buildings and all servitudes, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (o) "Unit" shall mean a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designated or intended for individual ownership and use, all of which units and their

respective locations and dimensions are shown on the Plan annexed hereto as Exhibit "B", along with the "Common Elements" and the "Limited Common Elements". Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no foundations, main walls, roofs or other principal structural parts of a Unit, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit or the Common Elements shall be deemed to be part of said Unit.

- (p) "Reserve Space" shall mean undeveloped storage space as designated on the plat and plans; reserved for the Declarant to maintain as storage or to convert into a condominium unit for sale by the Developer. If maintained as storage for a period of five years commencing from the date of this agreement, the Declarant will give back the space to the Association to use as the Association chooses.
- (q) "Unit Owner" shall mean the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (r) "Unit Ownership" shall mean a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2. Submission of Property to the Act. The Declarant, as the owner in fee simple of the Property, expressly intends to and by recording this Declaration does hereby submit the Property to the provisions of the Act. The Property shall be known as "Danneel Street Condominium Association".

3. Plan. The Plan attached hereto as Exhibit "B" sets forth the measurements, elevations, locations and other data, as required by the Act, including (i) the Building and each floor thereof; (ii) each Unit of the Building; (iii) Reserve Space and (iv) the Common Elements.

4. Unit Designation. Each Unit is identified on the Plan by a distinguishing number or letter or name. The legal description of each Unit shall refer to such identifying number or letter or name. The Unit Designations that shall be used to legally describe and identify the Units are 4319, 4321, 4323, 4325 and Reserve Space.

5. Administration and Operation of the Property. The Declarant shall cause to be incorporated the Association. This Association, through the Board (who shall be elected as set forth in the By-laws) shall be the governing authority for all of the Unit Owners in the administration and operation of the Property as provided in the Act and in this Declaration and in

the By-laws. The By-laws for the Board shall be the By-laws annexed hereto as Exhibit "C". The Articles of Incorporation of the Association shall be in the form annexed hereto as Exhibit "D".

Whenever "Board" is used in this Declaration or in the By-laws, it shall mean and refer to the Association acting through its Board of Directors. The Unit Owners in accordance with the By-laws shall elect the Board. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "E", and shall be administered in accordance with the provisions of the Declaration and By-laws. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall succeed to such membership in the Association.

6. Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officer or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers of the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

7. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration or By-laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

8. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "E" and by this reference made

a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners in accordance with their respective percentage of ownership as set forth in Exhibit "E". The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration, the By-laws of the Association, and the rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-laws. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements subject to the provisions of the Declaration and By-laws, including specifically, but not by way of limitations, common parking areas, laundry areas and storage areas.

10. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"); provided, however, the Board may establish another method for apportioning charges of services (including water and sewerage) furnished to individual Units if the same are charged to the Property as a whole and not billed separately to the Unit Owners by the Utility or other persons furnishing the particular service. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-laws. During Developer's period of ownership of any unsold Units, Developer shall only be responsible for its proportionate share of maintenance expenses of the Units and ground maintenance of the Common Elements, and shall not be responsible for the payment of any monthly sums for

reconstruction, repair, replacement, reserves, insurance, alterations and improvements. The designated "Reserve Space" shall not be subject to common charges, maintenance fees or assessments during Developer's period of ownership.

The Association shall have a privilege on a condominium Unit for all unpaid sums assessed by the Association and interest thereon at the legal rate. This privilege shall also secure reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the privilege. To be preserved the privilege shall be evidenced by a claim of privilege, signed and verified by affidavit of an officer or agent of the Association and shall be filed for registry in the mortgage records in the Parish of New Orleans, not more than ninety (90) days after the date on which the assessment becomes delinquent. The claim of privilege shall include a description of the condominium Unit, the name of its record owner, the amount of delinquent assessment and the date on which said assessment became delinquent. The Association shall, at least seven (7) days prior to the filing for registry of the privilege, serve upon the delinquent Unit Owner a sworn detailed statement of its claim for the delinquent assessment, which service shall be effected by personal service or registered or certified mail. A claim of privilege thus recorded shall preserve the privilege against the condominium Unit for a period of one (1) year from the date of recordation. The effect of recordation shall cease and the privilege preserved by this recordation shall preempt unless a notice of filing of suit, giving the name of the court, the title and number of the proceedings and date of filing, a description of the condominium Unit and the name of the Unit Owner, on said claim is recorded within one (1) year from the date of the recordation of the inscription of the said claim. Such notice of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the said claim and the notice of filing of suit on said claim or until the claimant authorizes the clerk of court or recorder of mortgages to cancel the said inscriptions.

This privilege shall be superior to all other liens and encumbrances on a Unit except (i) privileges, mortgages and encumbrances recorded before the recordation of this Declaration or recorded before the recordation of this privilege, (ii) immovable property taxes and (iii) governmental assessments in which the Unit is specifically described.

11. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his perspective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance

or other lien or privilege on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately assessed to each Unit Owner but are assessed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

13. Insurance. The following provisions shall govern the insurance, which shall be carried upon the Property:

A. Authority to Purchase. Except Builder's Risk and other required insurance furnished by the Developer during construction, all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the Units or any of them; all policies of insurance must provide that the insurer waive its rights of subrogation as to any claims against Unit Owners, members of their household, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof.

B. Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in the foregoing paragraph and must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

C. Coverage.

(a) Casualty. The Building and all their insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of land, excavation, foundations and other items normally excluded from property policies) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection

against:

- (1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
 - (2) Loss or damage by flood or other rising water to the fullest extent such coverage can be reasonably obtained;
 - (3) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to, vandalism, malicious mischief, windstorm and other damage;
- (b) Comprehensive general liability insurance, including medical payments insurance in an amount determined by the Board, but not less than \$1,000,000.00 covering 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;
- (c) Workmen's Compensation policy to meet the requirements of law;
- (d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner;
- (e) If, at the time of a loss under a policy, there is other insurance in the name of a Unit Owner covering the same property covered by a policy procured by the Association, the Association's policy must be primary insurance, not contributing with the other insurance.

D. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds as payable as a result of casualty losses shall be paid to a bank in New Orleans Parish designated by the Association as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the

following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (a) Common Elements. Proceeds on account of damage to Common Elements: That undivided share for each Unit Owner and his mortgagee, if any, which is set forth in Exhibit "E".
- (b) Units. Proceeds on account of Units shall be held in the following undivided shares:
 - (1) Partial destruction when the Building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification.
 - (2) Total destruction of the Building or where the Building is not to be restored: For all Unit Owners, the share of each being that share set forth in Exhibit "E".
- (c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

All such insurance policies required hereunder must provide that same may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee to whom certificates of insurance have been issued.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner.

- (a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for

the benefit of any mortgagee of a Unit and may be enforced by him.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(c) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

G. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit, unless and until such Unit Owner shall request the Association in writing to do so, and shall make arrangements satisfactory to the Association to reimburse the Association for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

14. Reconstruction or Repair of Casualty Damage.

A. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- (a) This Declaration is terminated;
- (b) Repair or replacement would be illegal under any state or local health or safety statute or ordinance, or
- (c) 66.66% of the Unit Owners vote not to rebuild.

B. The cost of repair and replacement in excess of insurance proceeds is a common expense.

C. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications.

D. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by

the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

E. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

F. If the entire Condominium is not repaired or replaced:

- (a) 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 Building,
- (b) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Unit Owners of those Units and the Unit Owners of the Units which those Limited Common Elements were assigned, and
- (c) The remainder of the proceeds shall be distributed to all the Unit Owners in the proportion to their Common Element interest. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element interest, votes in the Association and the common expense liability are automatically reallocated upon the vote to the remaining Units in proportion to the respective Common Element interests, voting power and common expense liabilities of those Units prior to the taking and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

G. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner, under the supervision of the Association, shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be the sole responsibility of the Association.

- (a) Estimate of costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and

detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires.

- (b) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.
- (c) Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:
 - (1) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
 - (2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such

casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner: To such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.
- (ii) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (iii) Association - major damage. If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than the total of the annual assessments for common expenses

made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Association and upon approval of a qualified architect employed by the Association to supervise the work.

- (iv) Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund.
- (v) When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated.
- (d) Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit Owners.
- (e) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, to the extent that such damage is caused by a casualty for which insurance coverage is provided.

15. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his

own Unit. The owners of Units 4319 and 4321 shall be fully responsible for the maintenance, repairs and replacements of the Common Elements of those units. The owners of Units 4319 and 4321 shall not be responsible for any maintenance, repairs or replacements of the Common Elements of Units 4323 and 4325. The owners of Units 4323 and 4325 shall be fully responsible for the maintenance, repairs and replacements of the Common Elements of those units. The owners of Units 4323 and 4325 shall not be responsible for any maintenance, repairs or replacements of the Common Elements of Units 4319 and 4321; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and from the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the property from all mechanic's or material men's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be liable in solido for the amount necessary to discharge the same and for all costs and expenses (including attorney fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or any of such Unit Owner's invitees, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall be liable to pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this section 15. All expenses which, pursuant to this section 15, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall the Board prescribe payable by such Unit Owner as.

16. Alterations, Additions or Improvements. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expense (or in the case of Limited Common Elements, may charge to the Unit Owner benefited thereby) alterations and improvements thereof, and additions to, the Common Elements; provided, however, that in the event that costs thereof are to be charged as common expenses, the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$10,000.00 without the approval of Unit Owners owning not less than 50.00% in the aggregate in interest of the undivided ownership of the Common Elements. Notwithstanding the provisions of the previous sentence, if the improvements shall cost in excess of 10% of the then appraised value of the condominium, the improvements may be made only on the affirmative vote of all of the Unit Owners based on their percentage obligation for common expenses. The Board may authorize and charge to the Unit Owners benefited thereby alterations, improvements or additions to Limited Common Elements provided that the Board must obtain the consent of more than 50.00% (or in the case of improvements affecting a single Unit Owner, the consent of that Unit Owner) of the Unit Owners benefited thereby, based upon their aggregate percentage interest in those Limited Common Elements so improved. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, provided same do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Building, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

17. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including special plumbing and electrical fixtures, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. To the extent that the boundaries of any Unit, as shown on the annexed Plan, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board,

and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, other than by draperies, shades or screen, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decoration of such Units caused by maintenance repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expense.

18. Encroachments. If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements or any other Units, as the Common Elements and Units are shown by Plans attached hereto as Exhibit "B", there shall be deemed to be mutual servitudes in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

19. A. Use and Occupancy Restrictions. No Unit shall be used for any use not consistent with its classification in the City of New Orleans Comprehensive Zoning Ordinance, as that Ordinance may be amended from time to time.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective Unit Owners and their respective guests, employees and other authorized visitors, and for such other purposes which are incidental to the use of the respective Units; provided, however, the laundry room, patios, common balcony areas and walkways, and other special areas shall be used only for the purposes approved by the Board.

20. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or Rules and Regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said Rules and Regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or from judgment for payment or money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10%) per annum until paid, shall be

charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and Ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. The Board may exercise at any time and from time to time, cumulative or otherwise, any and all such rights and remedies.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, then the Board shall have the power to issue to said defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a judgment declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and order that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorney fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of the such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

21. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, approved by a majority of the Unit Owners, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of said instrument. However, so long as Declarant owns any unit, he shall have the authority, without the joinder or consent of any other party, including specifically, but not by way of limitation, a Unit Owner or mortgagee of a Unit, to make any amendment of this Declaration consistent with the Act.

The change, modification or rescission, shall be effective upon recordation of such instrument in the office of the Registrar of Conveyances for the Parish of New Orleans; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

22. Notices. Notices provided for in the Act, Declaration or By-laws shall be in writing and shall be addressed to the Board at P O Box 750635; New Orleans, Louisiana 70175-0635 or at such other address 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 at such time. 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 or when delivered in person with written acknowledgment of the receipt thereof.

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

23. Severability. If any provision of the Declaration or By-laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

24. Rights and Obligations. Each grantee of Declarant by the acceptance of any act of conveyance, and each purchaser under any sale contract, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any

person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective acts of conveyance, or in any mortgage or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration or the By-laws shall be sufficient to create and reserve such servitudes and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

25. General Provisions.

A. 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.

B. No covenants, restrictions, conditions, obligations or provision contained in this Declaration shall be deemed to have been abrogated or waived by reasons of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

C. 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.

D. In the event that title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

E. In the event of a resale of a Unit by a Unit Owner other than Declarant, the Unit Owner shall furnish to a purchaser before execution of any contract to purchase a Unit, or otherwise before conveyance, a copy of the Declaration, other than plats and plans, the Articles of Incorporation or documents creating the Association, the By-laws and a certificate containing:

- (a) a statement setting forth the amount of any current common expense assessments;
- (b) a statement of any capital expenditures approved by the Association for the current and two next succeeding fiscal years;

(c) a 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;

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

(e) the current operating budget of the Association; if any;

(f) a statement of any unsatisfied judgments against the Association and the status of any pending suits to which the Association is a party;

(g) a statement describing any insurance coverage provided by the Association; and

(h) statements of the remaining term of any ground lease affecting the Building and provisions governing any extension or renewal thereof.

The Association, within ten (10) days after a request by a Unit Owner, shall furnish a certificate containing the information necessary to enable a Unit Owner to comply with this Section. The Unit Owner providing a certificate pursuant to this section is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A Unit Owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate in a timely manner; however, the contract to purchase is voidable by the purchaser until a certificate has been provided and for five (5) days thereafter or until conveyance, whichever first occurs.

F. All provisions of the Act are incorporated herein by reference.

THUS DONE AND PASSED in my office in Metairie, Louisiana, on the day, month and year hereinafter first written, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

WITNESSES:

Michelle J Bay

Kirk W. Wash

EPOCH DESIGNS LLC

Kristy Fatherree Briggs
By: Kristy Fatherree Briggs (Manager)

Stephen J. Broussard
STEPHEN J. BROUSSARD
NOTARY PUBLIC

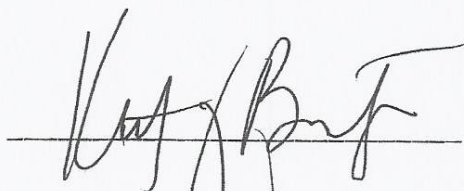
**Condominium Addendum
Private Storage Space**

The following addendum outlines each unit owner's private and personal storage space. A diagram is attached to this document showing the location allocated for each unit owner. The measurements are approximate and do not suggest actual dimensions. Each unit owners space is shown by using their unit number as description. The Limited Common Element (LCE) is left up to the Association to decide how to use it. Association Reserved space (Epoch) is allocated to Epoch Designs LLC. private storage according to the Condo Documents. Upon return of Epoch's storage space to the Association, it will become Limited Common Element (LCE).

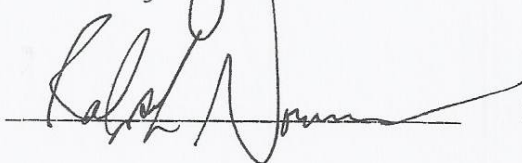
This revision has been made to relocate #4319 storage space to the back right side of the basement to accommodate access to 4319's private washer/dryer and water hookup.

This addendum is the latest and final description and supersede all other private storage space descriptions and allocations.

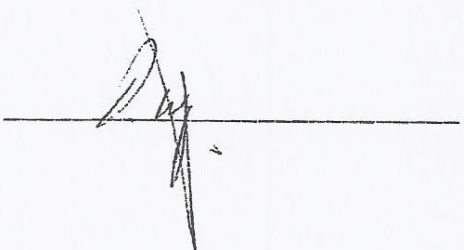
Signed on this, Monday February 10, 2003.



Kristy Fatherree



Ralph Norman Jr.



Daniel Wilby

ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

OF \$6357

STATE OF LOUISIANA

DANNEEL STREET CONDOMINIUM
ASSOCIATION, INC.

PARISH OF JEFFERSON



BE IT KNOWN, that on this 22nd day of May, 2002.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of New Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

Epoch Designs LLC, a Limited Liability Company, duly organized and existing under the laws of the State of Louisiana, herein represented by Kristy Fatherree Brigtsen, Manager duly authorized by a certificate of authority, which is attached hereto and made a part of this instrument.

Mailing Address: PO Box 750635; New Orleans LA 70175-0635

Who declared that availing himself of the provisions of the Louisiana Non-Profit Corporation Law (Title 12, Chapter 2, Louisiana Revised Statutes of 1950, as amended), declarant does by these presents form and organize, for the use and benefit of all persons who may join or become associated therewith, a non-profit corporation for the objects and purposes and under the covenants, stipulations and agreements as hereinafter set forth:

ARTICLE I

DEFINITIONS; FINDINGS AND DETERMINATION

1.01. Unless the context shall clearly indicated some other meaning, all words and terms used in these Articles of Incorporation which are defined in the Declaration of Condominium Ownership (hereinafter described and defined) shall, for the purposes of these Articles, have the respective meanings given to them in the Declaration.

1.02. It is hereby found and determined that the Declarants have registered and recorded a Declaration of Condominium Ownership set forth in an act dated May 22, 2002, before Stephen J. Broussard, Notary Public, in the conveyance records of New Orleans Parish (hereinafter called the "Declaration") with respect to certain property situated in the New Orleans of the New Orleans, Louisiana more fully described in the Declaration (hereinafter called the "Condominium Property") and as a result thereof a condominium regime has been established with respect to the Condominium Property under the Louisiana Condominium Act ([now appearing as La. R.S. 1122.101-1124.117. inclusive] and hereinafter referred to as the "Condominium Act").

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ARTICLE II

NAME

2.01. The name of this corporation is and shall be:

DANNEEL STREET CONDOMINIUM ASSOCIATION, INC.

ARTICLE III

PURPOSE AND POWERS

3.01 The object and purpose of the Corporation is and shall be to provide for the administration, management and operation of the Condominium and the use, maintenance, repair and replacement of the Common Elements and the Limited Common Elements under and pursuant to the terms and conditions of the Declaration.

The Corporation shall administer and enforce the covenants, restrictions and servitudes applicable to the Common Elements, Limited Common Elements and Units thereof, and in connection therewith, the Corporation shall have full power and authority to do any and all acts including, but not limited to, those acts set forth in the Condominium Act and shall have all powers with which corporation are permitted to be vested pursuant to the Louisiana Non-Profit Corporation Law insofar as said powers are not inconsistent with the purposes for which the Corporation is organized, and more particularly, shall have the following powers:

- (a) To make and collect assessments against members to defray the costs of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the Condominium Property.
- (d) To reconstruct improvements after casualty and make further improvements to the Condominium Property.
- (e) To make and amend regulations respecting the use of the property in the condominium.
- (f) To approve or disapprove of proposed purchasers, lessees and mortgagees of Units.
- (g) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the condominium documents to have approval of the Board or the members of the Corporation.

This is a non-profit Corporation organized on a non-stock basis, and no part of the net earnings or other assets of the Corporation shall inure to the benefit of any private shareholder or individual.

ARTICLE IV

CORPORATE EXISTENCE

4.01. Unless sooner dissolved in accordance with the law, the Corporation shall exist and continue and shall have an enjoy corporate existence in perpetuity.

ARTICLE V

CLASSES OF VOTING MEMBERSHIP

5.01. All Unit Owners shall be members of the Corporation and the Corporation shall have two (2) classes of voting membership whose voting rights shall be exercised as hereinafter provided and in accordance with the Declaration and By-Laws, such classes and their rights being:

- (a) Class A. The Class A members shall be all those Unit Owners with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Unit owned but only to the extent hereinafter set forth in subsection (c) below. When more than one (1) person or entity owns or has an interest in any Unit, all such persons shall be members, and the vote attached to such Unit shall be cast as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Unit.
- (b) Class B. The Class B member shall be the Developer, who shall be entitled to one (1) vote for each Unit of which he is a record title owner, provided that the Class B membership shall be retired when the Developer has sold all Units except such as may be retained for the personal use of the Developer.
- (c) Until the Developer shall have sold to other persons or entities Units, the total square footage of which equals or exceeds eighty (80%) percent of the total square footage of all Units, the Class A membership shall have no right to vote in the selection of directors of the Corporation, and the Class B membership shall elect all members of the Board. After the Developer has sold Units comprising eighty (80%) percent or more of the total square footage, the Class A membership shall elect (2) directors to the Board prior to its retirement. After all of the Units have been sold by the Developer and the Class B membership retired, all of the directors shall be elected by the Class A members as provided by the By-Laws. At any time prior to the retirement of the Class B membership, said Class B membership shall exclusively have and exercise all voting rights not specifically granted to Class A members hereunder, including the right of amendment of these Articles of Incorporation, the by-laws and the rules and regulations, or to take any other action whatsoever without the concurrence of the Class A membership. However, the Class A membership shall be entitled to vote together with the Class B membership in increasing or decreasing the fees and assessments to Unit Owners as provided in the Declaration and by-laws.
- (d) Notwithstanding any other provisions hereof to the contrary including paragraphs (a), (b) and (c) above, if the Developer shall retain one of the Units for his personal residence, he shall become a Class A member at such time as the Class B membership is retired or terminated.

ARTICLE VI
BOARD OF DIRECTORS

6.01 The corporate powers and management of the affairs of the Corporation shall be vested in and exercised by a Board of Directors (the "Board") of not less than three (3) nor more than five (5) members, the exact number of which to be fixed by the by-laws of the Corporation. Each member of the Board shall be a Unit Owner, as provided for in Article II, Section 2.01 of the by-laws. The name and address of the initial director is as follows:

<u>NAME</u>	<u>ADDRESS</u>
EPOCH DESIGNS LLC	PO. BOX 750635 NEW ORLEANS ,LA, 70175-0635

and it shall hold office until the election of their successors, in accordance with the By-laws. Directors may vote at any director's meeting by proxy given to any other members of the Board, provided in those cases where written notice of a meeting setting forth the specific issue(s) to come before the Board is given, such proxy contains an instruction or instructions to vote yea or nay on such specific issue(s). Any vacancy occurring among directors selected by the Class A membership, by death, resignation or otherwise, shall be filled by election for the unexpired term at a special meeting of the Class A membership to be called upon five (5) days written notice. Any vacancy occurring among the directors selected by the Class B membership, by death, resignation or otherwise, shall be filled by election for the unexpired term, at a special meeting of the Class B membership to be called upon five (5) days written notice, provided that should the number of directors be reduced below (3), by virtue of death, resignation, sale of property or otherwise, the remaining directors shall elect successor(s) so that the Board will have three (3) directors. The term(s) of director(s) so elected shall expire on the dated of the next special meeting called for the purpose of filling vacancies on the Board. A majority of the directors in person or by proxy shall constitute a quorum, and such quorum shall be necessary to consider any question that may come before any meeting of the directors. If such a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but may not transact any other business until such a quorum is secured. A quorum being present, the affirmative vote of a majority of the directors present shall be necessary to decide any questions, except as otherwise provided for in Section 5.01 above. The directors shall serve without compensation.

ARTICLE VII
REGISTERED OFFICE

7.01. The Corporation's registered office is located at:

212 Veterans Boulevard, Metairie , LA, 70005

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ARTICLE VIII
REGISTERED AGENT

8.01. The name and address of the Corporation's registered agent is:

Stephen J. Broussard
212 Veterans Boulevard
Metairie, Louisiana 70005

ARTICLE IX
INCORPORATOR

9.01 The name and address of the incorporator is:

Epoch Designs LLC.
PO Box 750635 New Orleans LA
70175-0635

ARTICLE X
BY-LAWS

10.01 The By-laws of the Corporation shall be adopted by the Board. Any amendment or modification of the By-law shall be by the Board subject to the approval of the voting members of the Board having at least two-thirds (2/3) of the total votes, or such greater share of the total votes if such by-laws so specify.

ARTICLE XI
AMENDMENTS TO ARTICLES OF INCORPORATION

11.01 These Articles of Incorporation may be amended by the voting member so the Corporation 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 and by the voting members having at least seventy (70%) percent of the total votes. Any amendments to these Articles of Incorporation may also be approved by any member of the Board or by any member by an instrument in writing executed before, during or after said duly constituted meeting. 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.

11.02. Except to correct an error or cure a defect or omission, no amendment to these Articles may be made which in any way changes the percentage of ownership owned by a Unit Owner in the Common Elements of the condominium, or which in any way modifies the percentage of the assessment to be levied against any Unit Owner for the operation and maintenance of the Common Elements and/or Limited Common Elements of the condominium without the written consent of one hundred (100%) percent of the voting members of the Corporation.

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11.03. No amendment to these Articles of Incorporation shall be effective until the same has been recorded with the Secretary of State of Louisiana and the Recorder of Mortgages for the Parish of New Orleans, State of Louisiana.

ARTICLE XII
INDEMNIFICATION

12.01. Every director and every officer of the Corporation shall be indemnified by the Corporation 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 Corporation, 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 or willful misfeasance in the performance of his duties; provided that in the event of a settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

THUS DONE AND SIGNED in my office in the City of Metairie, Louisiana, on the 22nd of May in the year 2002, in the presence of the undersigned competent witnesses and me, Notary, after reading of the whole.

WITNESSES:

Michelle A. Bay
Kirk Washburn

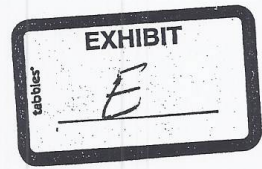
EPOCH DESIGNS LLC

Kristy Fatherree Briggs
By: Kristy Fatherree Briggs (Manager)

Stephen J. Broussard
STEPHEN J. BROUSSARD
NOTARY PUBLIC

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EXHIBIT "E" TO DECLARATION
DANNEEL STREET CONDOMINIUM



PERCENTAGES OF OWNERSHIP

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest in Common Elements</u>
4319	1,880.52	33%
4321	2,085.15	37%
4323	870.10	15%
4325	<u>870.10</u>	<u>15%</u>
TOTAL	5,705.87	100%

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AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT

BY DESIGNATED REGISTERED AGENT

ACT 769 OF 1987

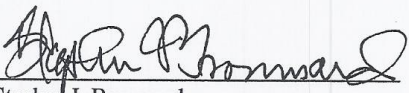
To the State Corporation Department

State of Louisiana

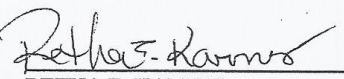
STATE OF LOUISIANA

PARISH OF JEFFERSON

On this date prepared 22nd of May 2002, before me, the undersigned Notary Public, in and for the State and Parish aforesaid, personally came and appeared Stephen J. Broussard, its duly authorized agent, who is to me known to be the person, who, being duly sworn, acknowledged to me that she does hereby accept appointment as the Registered Agent of DANNEEL STREET CONDOMINIUM ASSOCIATION INC, a Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of Title 12, Chapters 1, 2 and 3.


Stephen J. Broussard

SWORN TO AND SUBSCRIBED
BEFORE ME, Notary, on the day,
Month and year first above set forth.


RETHA E. KARNES
NOTARY PUBLIC



**BY-LAWS
OF
DANNEEL STREET CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Definitions

1.01. Unless the context shall clearly indicate some other meaning, all words and terms used in these by-laws which are defined in the Declaration of Condominium Ownership for Danneel Street Condominium, recorded in the office of the Registrar of Conveyances for the Parish of New Orleans, State of Louisiana, shall for all purposes of these by-laws, have the respective meanings given to them in said Declaration.

ARTICLE II

Members (Unit Owners)

2.01. As provided in the Articles of Incorporation (the "Articles") of the DANNEEL STREET CONDOMINIUM ASSOCIATION, INC. (the "Association") each Unit Owner shall be a member of the Association. Each such Unit Owner's respective membership interest in the Association shall be in accordance with his respective percentage of ownership interest in the Common Elements. Each unit shall be entitled to one vote.

2.02. The membership in the Association of each Unit Owner shall automatically terminate when he ceases to be a Unit Owner and upon the conveyance, transfer or other disposition of a Unit Owner's ownership in the Property, said Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

2.03. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by the Owner or Owners to act as proxy on his or their behalf and who need not be an

designation shall be made in writing to the board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board of the Owner or Owners. Any or all of such Owners may be present or represented by proxy at any meeting of the voting members and (those constituting a group action as they among themselves determine) may vote or take any other action as a voting member either in person or by proxy, but in no event shall more than one (1) vote be cast with respect to any one Unit.

2.04. Meetings of the voting members shall be held at the Property or at such other place in the Parish wherein the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total present at such meeting.

2.05 (a). The initial meeting of the voting members shall be held not less than Thirty (30) nor more than ninety (90) days after Developer has sold Units comprising at least eighty (80%) percent of the total square footage of the Property and upon ten (10) days written notice given by the Developer to the voting members. In each succeeding year after the year in which the initial meeting is held, there shall be an annual meeting of the voting members on the second Monday in January, or within thirty (30) days thereafter, and written notice of the date, time and place of each annual meeting shall be mailed or delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

2.05 (b). Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board, or by the voting members having three-fourths ($3/4$) of the total votes, and delivered not less than ten (10) days or, in the case of a meeting called to fill a vacancy on the Board, five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

2.05 (c). Notices of meeting required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to

the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE III

Board of Directors

3.01. The operation, maintenance, repair and administration of the Property shall be vested in a Board of Directors consisting of four (4) persons. Each member of the Board shall be a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

3.02. Because there are only four units there is no need for an election of Board member. Each unit owner becomes a board member. However, there shall be only one board member per unit. If a unit is owned by more than one person, those unit owners must designate one owner as a Board member.

3.03. The Board shall elect from among its members a President who shall preside over both its meeting and those of the voting members and who shall be the chief executive officer of the Board, a Vice President who, in the absence or inability of the President, shall perform the duties and exercise the powers of the President, a Secretary who shall keep the minutes of all meetings of the board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the board shall see fit to elect. One person may hold any two offices except the offices of President and Vice President and the offices of President and Secretary. The Board may elect an Assistant Secretary and/or an Assistant Treasurer who need not be members of the Board to hold office for such period, have such authority and perform such duties as the Board may determine and shall be subject to removal at the pleasure of the Board.

3.04. No Board member may be removed from office as long as he is a unit owner.

3.05. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice President and countersigned by the Secretary or any Assistant Secretary of the Board.

3.06. The Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;
- (b) To formulate policies for the administration, management and operation of the Property;
- (c) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- (d) To provide for any construction, alteration, installation, maintenance, repair painting and replacement for which the Board is responsible under the Declaration and by-laws and for such purposes to enter and to authorize entry into any Unit and/or Common Elements, causing as little inconvenience to the Unit Owners as practicable;
- (e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of

such estimated expenses as hereinafter provided;

- (g) To pay out the maintenance fund hereinafter provided for the following:
 - (i) water , cleanup, waste removal, Electricity and other necessary utility services for the Common Elements,
 - (ii) the services of a manager or managing agent or any other person or firm engaged or employed by the Board,
 - (iii) maintenance, repair and replacement of the Common Elements;
- (h) To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of remaining Unit Owners, exclusive of the interest of the Unit Owner in question;
- (i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (j) To exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Declaration, these by-laws or the Act of the State of Louisiana.

ARTICLE IV

Assessments

4.01. Each year on or before the first Monday in December, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 31st, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "E" attached to the Declaration. On or before the

first day of each month of the ensuing year, each Unit Owner shall pay to the Board or as the Board may direct, the assessment made pursuant to this paragraph. No later than January 31st of each year the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next installment due from Unit Owners under the current year's estimate, until exhausted, any net shortage shall be added, according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the account.

4.02. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the assessed amounts.

4.03. Notwithstanding any other provisions of these by-laws to the contrary, the following shall be applicable to assessments for the year in which the Association first commences operations. The estimated cash requirement as described and defined in Article 4.01 hereof shall be determined by the initial Board prior to the conveyance of any Unit to a purchaser. If there shall be less than twelve (12) months remaining in such year until December 31, then the estimated cash requirement shall be for such lessor period of time remaining in such year. On the date that a Unit Owner acquires title to his Unit he shall deposit with the Association an amount equal to one-third (1/3) of the estimated assessment for his Unit based upon the entire period covered by such estimated cash requirement. The balance of the Unit Owner's estimated

assessment after deducting the amount of his deposit shall be paid to the Board or as the Board may direct on such terms as the Board may require.

4.04 The failure or delay of the Board to prepare or serve the annual or adjusted estimate of the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners obligations to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the maintenance charge at the then existing monthly rate established for the previous period until the next maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4.05 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payment shall be available for inspection by any Unit Owners or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owners. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

4.06 If a Unit Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of the Association to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved then payable and may be foreclosed by any action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act. Any mortgagee of a Unit Ownership may from time to time request in writing a written statement for the Board setting forth the unpaid common expenses with respect

ARTICLE V

General Provisions - Rules and Regulations

5.01. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be placed or stored in or upon the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

5.02. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for the intended uses thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

5.03. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

5.04. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of the premises or the Building without the prior written consent of the Association.

5.05. No awnings or other projections shall be attached to the outside walls of the Building, and no blinds, awnings, canopy or other covering, except shades, screens or inside curtains shall be attached to or hung in, or used in connection with any window or door of the

to the Unit Ownership encumbered by such mortgage and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

4.07. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

premises without the prior written consent of the Association.

5.06. No personal property such as baby carriages, velocipedes, motor bikes or bicycles shall be allowed to stand in the Common Elements or Limited Common Elements areas of the Building or grounds.

5.07. Children shall not play in the public halls, stairways or elevators.

5.08. Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the Building or grounds.

5.09. The Association may retain a passkey to the premises. The Association is authorized to enter into the Unit of any Unit Owner, when the Unit Owner is absent from his Unit, in the case of emergency. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.

5.10. No servants or employees of the Association shall be sent out of the Building by any Unit Owner at any time for any purpose.

5.11. No Unit Owner shall allow anything whatever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, ventilators or elsewhere in the Building or upon the grounds.

5.12. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the windowsills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

5.13. No Unit Owner shall make or permit any disturbing noises in the Building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other apartment residence owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the manner of operation of same shall disturb or annoy occupants of the Building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

5.14. No exterior radio or television aerial installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the Building without the consent of the Association, in writing, is liable to removal without notice.

5.15. No animals shall be raised, bred or kept in any Unit for any commercial purpose. Household pets of Unit Owners must be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board.

5.16. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in strict accordance with the rules and regulations adopted or approved by the Board from time to time.

5.17. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the managing agent, acting in accordance with the Board's direction.

5.18. Leasing of the Unit by Unit Owner is not prohibited; however, a lease for a period of less than six (6) months shall require the Unit Owner to make such request, in writing, to the Board setting for the names of the sub-lessee, type of instrument to be used and supply all information as may be required by the Association. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

5.19. Units 4319 and 4321 have direct water meters with Sewerage and Water Board of New Orleans. Units 4323 and 4325 share one water meter. The account shall be set up with the association and the monthly charges will be shared equally between the two unit owners. Water usage for the common area shall also be provided using this account and \$20.00 shall be credited to this account each month for same.

5.20. Units 4319 and 4321 have designated parking spaces as shown on the condominium plan. There is an additional space which is marked for units ~~4323~~ and 4325. Use of this parking space shall be assigned by the Declarant upon the sale of either unit.

The foregoing regulation shall not apply to the Developer, or any person, firm or corporation as provided in the Declaration.

ARTICLE VI

Amendments

6.01. These by-laws may be amended or modified from time to time by action of the Board with the approval of the voting members having at least three-fourths (3/4) of the total votes, or such greater share of the total votes where these by-laws specify, provided, however, that no provision in these by-laws may be amended or modified so as to conflict with the provisions of the Act. Such amendments shall be registered in the Office of the Registrar of Conveyances of the Parish of New Orleans.

6.02. In the event there is any dispute among the Unit Owners or among the members of the Board which is not reconciled by a vote pursuant to these by-laws, such dispute shall be submitted to arbitration under the Louisiana Arbitration Act (LA R.S. 9:4201, et seq.)

ARTICLE VII


Indemnification

7.01. 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 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.

The foregoing by-laws were duly adopted at a meeting of the members of the Association
this 22nd Day of May in the year 2002

Epoch Designs LLC


By: Kristy Fatherree Briggsen (Manager)