

UNITED STATES OF AMERICA

State of Louisiana

Box McKeithen

913930

SECRETARY OF STATE (DR) 07/15/1994 9:31:00AM TJF

COB MOB MI

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Incorporation of

BELAIR HOMEOWNERS ASSOCIATION

Domiciled at Metairie, Louisiana, Parish of Jefferson,

A corporation organized under the provisions of R.S. 1950,
Title 12, Chapter 2, as amended,

By Act before a Notary Public in and for the Parish of St.
Tammany, State of Louisiana, on July 1, 1994, the date when
corporate existence began,

Was filed and recorded in this Office on July 5, 1994, in
the Record of Non-Profit Corporations Book 344,

And all fees having been paid as required by law, the
corporation is authorized to transact business in this
State, subject to the restrictions imposed by law, including
the provisions of R. S. 1950, Title 12, Chapter 2, as
amended.

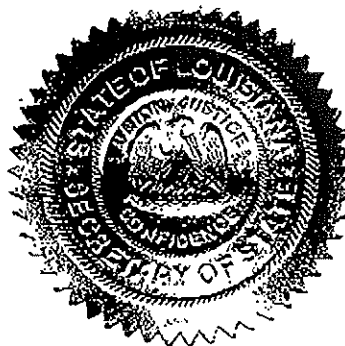
In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,

July 5, 1994

Box McKeithen

CGK

Secretary of State



UNITED STATES OF AMERICA
State of Louisiana

Box McKeithen
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that
the annexed transcript was prepared by and in this office from the record
on file, of which purports to be a copy, and that it is fully true and correct.*

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

JUL 05 1994

Box McKeithen

Secretary of State



ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

OF

STATE OF LOUISIANA

BELAIR HOMEOWNERS
ASSOCIATION

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 1st day of July, in
the year of Our Lord one thousand nine hundred and ninety-four,

BEFORE ME, the undersigned Notary Public, duly commissioned
and qualified in and for the State and Parish aforesaid, and in the
presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

BELAIR PARTNERSHIP, A PARTNERSHIP IN COMMENDAM composed
of SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION,
GENERAL PARTNER, LAWRENCE ALLEN KORNMAN, JANETTE M.
KORNMAN AND RICHARD JAY KORNMAN, PARTNERS IN COMMENDAM,
all as per Partnership Agreement dated August 31, 1992
and recorded with the Secretary of State on September 8,
1992, and in the Parish of St. Tammany in Misc. Book 113,
folio 142, and the Amendment and Restatement of Articles
of Partnership dated October 30, 1992, recorded with the
Secretary of State on November 4, 1992, and recorded in
the Parish of St. Tammany in Misc. 113, folio 161 and as
per amendment and Restatement of Articles of Partnership
dated January 12, 1994, recorded in Secretary of State on
January 14, 1994, recorded in the Parish of Jefferson in
Partnership Book 133, folio 810, recorded in the Parish
of St. Tammany in Misc. Book _____, folio _____,
represented herein by SUNRISE CONSTRUCTION AND
DEVELOPMENT CORPORATION, General Partner; whose mailing
address is Suite 401, 3421 N. Causeway Boulevard,
Metairie, Louisiana 70002;

who declared that, acting as incorporator of a corporation under
the Louisiana Non-Profit Corporation Act, they do hereby adopt the
following Articles of Incorporation for such corporation.

ARTICLE I.

The name of the corporation, which is hereinafter called the
"Corporation", shall be:

BELAIR HOMEOWNERS ASSOCIATION.

ARTICLE II.

The Corporation does not afford pecuniary gain, incidentally
or otherwise, to its Members.

ARTICLE III.

The Corporation shall have perpetual existence.

ARTICLE IV.

The purpose for which the Corporation is organized is to promote and develop the common good and social welfare of residents of communities which shall be developed by Belair Partnership or by any of its subsidiaries hereinafter called the "Developer" on all or a portion of the lands in St. Tammany Parish, Louisiana, now known as Belair Subdivision, all as per plan thereof made by J. J. Krebs & Sons, C. E. and S., described as Lots 1 through 780 both inclusive, and Parcels D and E, or on other lands acquired by the Developer from time to time; provided, however, that only those portions of the lands described in the above described act of sale or of land hereafter acquired by the Developer as shall hereafter be actually subject to covenants, liens, charges, conditions or restrictions for the support and benefit of the Corporation and the welfare or betterment of such communities or residents thereof created by deed, indenture, agreement, executed by the Developer, or declaration approved, ratified, or adopted by resolution of the Board of Directors of this Corporation, shall be considered as the Community or Communities described in these Articles of Incorporation and the proper object of the powers and purposes of this Corporation.

Without limiting the generality of the foregoing, the Corporation shall have power to take and hold any property, to establish thereon and to administer and enforce covenants, conditions, restrictions, reservations, servitudes, profits, licenses, easements, liens or charges for the support and benefit of the Corporation and the welfare or betterment of such Communities or residents thereof; to construct, install, extend, operate, maintain, repair and replace utilities, systems, services, or other facilities on such property for the welfare or betterment of such Communities or residents thereof; to manage, regulate, and control the common or community use and enjoyment of such property services, or facilities for the welfare or betterment of such Communities or such residents; and to sell and purchase, own, lease

and operate for the benefit and use of the residents of the Communities, recreational facilities. The Corporation shall have all powers conferred upon it by law unless inconsistent with the provisions of this Article. The Corporation shall not be organized nor operated for profit, nor shall it participate or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE V.

Section 1. Membership and Voting Rights. Every owner of a Lot subject to a maintenance charge assessment by the Corporation shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. Voting Membership. The Association shall have two classes of voting membership:

Class A. Class member(s) shall be the Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to four (4) votes for each Lot owned by it. The Class B. membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:

(i) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) on January 1, 2000.

The Class A and Class B members shall have no rights as such to vote as a class and both classes shall vote together on all matters as one group.

Section 3. Suspension of Membership rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation of the Board regarding the use of the property or conduct with respect thereof.

ARTICLE VI.

The street address of the initial registered office of the Corporation is:

3421 N. Causeway Boulevard
Metairie, Louisiana 70002

The name of the initial registered agent of the Corporation in this state is:

Odom Heebe
Staeg & O'Connor
Suite 3201
201 St. Charles Avenue
New Orleans, Louisiana 70170

Said registered agent is a corporation authorized to transact business in Louisiana, whose business office is identical with the registered office of the Corporation.

ARTICLE VII.

The name and address of the Incorporator is as follows:

BELAIR PARTNERSHIP
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002

ARTICLE VIII.

The Corporation shall have five (5) Directors who shall constitute the Board of Directors and the governing body of the

Corporation. The initial Board of Directors shall consist of five
(5) Directors who shall hold office by appointment, and whose names
and addresses are as follows:

- (1) William S. Steinhardt
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002
- (2) Karen Saltalamacchia
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002
- (3) Arleen B. Thibodeaux
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002
- (4) Kenneth Gleason
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002
- (5) Patricia L. Lubking
3421 N. Causeway Boulevard
Suite 401
Metairie, Louisiana 70002

1. **Directors, Appointment.** The Developer shall have the
right to appoint or remove any member or members of the Board of
Directors or any Officer or Officers of the Corporation until such
time as the first of the following events shall occur:

(i) the expiration of twenty (20) years after the date
of the recording of this instrument; or

(ii) the surrender by the Developer of the authority to
appoint and remove Directors and Officers of the Corporation by an
express amendment of this instrument executed and recorded by the
Developer. Each Owner, by acceptance of a deed to or other
conveyance of a lot, vests in the Developer such authority to
appoint and remove Directors and Officers of the Corporation as
provided by this section.

2. **Duties and Powers.** The duties and powers of the
Corporation shall be those set forth in the provisions of the
Articles of Incorporation, the By-Laws and the Declaration of
Covenants, Conditions and Restrictions. The Corporation may
exercise any other right or privilege given to it expressly in this

instrument, or By-Laws, together with every other right or privilege reasonably to be implied by the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Corporation shall include, but shall not be limited to, the power to purchase one or more Lots and to hold, lease, mortgage, sell and convey the same.

3. **Agreements.** Subject to the prior approval of the Developer for so long as the Developer owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Community, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Community; and in performing its responsibilities hereunder, the Corporation, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Corporation as may be determined by the Board of Directors.

4. **Rules and Regulations.** The Corporation, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties established by this instrument.

5. **Indemnification.** The Corporation shall indemnify every Officer or Director of the Corporation against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an Officer or Director at the time such expenses are incurred. The Officers and Directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The Officers and Directors shall have no personal liability with respect to any contract or

other commitment made by them, in good faith, on behalf of the Corporation (except to the extent that such Officers or Directors may also be Members of the Corporation) and the Corporation shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled.

ARTICLE IX.

Upon dissolution or other termination of the Corporation, no part of the property of the Corporation, nor any of the proceeds thereof, shall be distributed to the Members of the Corporation as such, but all such property and proceeds shall, subject to the discharge of valid obligations of the Corporation, be distributed as directed by the Members of the Corporation to the governing body of any Community or Communities for the welfare of which the Corporation shall have been operated or to one or more corporation or other organization not organized for profit and operated exclusively for the promotion of social welfare, and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

THUS DONE AND SIGNED on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearer and me, Notary, after reading of the whole.

WITNESS:

Gayle B. Ketry
GAYLE B. KETRY

Margaret S. Claiborne
MARGARET S. CLAIBORNE

BELAIR PARTNERSHIP

BY: SUNRISE CONSTRUCTION AND
DEVELOPMENT CORPORATION

BY: [Signature]
GENERAL PARTNER

[Signature]
F. PIERRE LIVAUDAIS
ATTORNEY-NOTARY PUBLIC

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

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 8th day of June, 1994,

BEFORE ME, a Notary Public in and for the State and Parish aforesaid,

PERSONALLY CAME AND APPEARED:

ODOM B. HEEBE

who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the registered agent of BELAIR HOMEOWNERS ASSOCIATION, which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.


ODOM B. HEEBE

Sworn to and subscribed before me

this 8th day of June, 1994.


NOTARY PUBLIC

ALL AM. SEC. WITH ME
By Reg.

9403251 PB 133 B10

AMENDMENT TO THE AMENDED
AND RESTATED ARTICLES OF
PARTNERSHIP OF
BELAIR PARTNERSHIP,
A Partnership In Commendam

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

ORIGINAL

94-03251

BE IT KNOWN, that on 12th day of JANUARY, 1994,

BEFORE ME, the undersigned authority, a Notary Public, duly
commissioned and qualified in and for the aforesaid Parish and
State, and in the presence of the undersigned competent witnesses,
personally came and appeared:

SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION,
through its President, LAWRENCE A. KORNMAN

General Partner of Belair Partnership, A Partnership In Commendam
("Partnership"), organized under the laws of the State of
Louisiana, who declared unto me, Notary, that he is the person
authorized and directed by a resolution adopted pursuant to a
Unanimous Written Consent of the Partners of the Partnership to
execute this Amendment to the Amended and Restated Articles of
Partnership.

Appearers further declared that in accordance with the
resolutions adopted by Unanimous Written Consent, Sections
3.1, 6.1, 6.2, and 9.1 of the Amended and Restated Articles of
Partnership are hereby amended as follows, to-wit:

Article 3, Section 3.1 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"3.1 The name, address, and partnership status
of each partner are as follows:

Attachment

94 - 03251

<u>Name & Address</u>	<u>Status</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION 3421 N. Causeway Blvd., Suite 401 Metairie, Louisiana 70002	GENERAL PARTNER
JANETTE KORNMAN 108 Bellaire Drive New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
LAWRENCE A. KORNMAN 6864 Colbert Street New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
RICHARD J. KORNMAN 824 Fairfield Street Gretna, Louisiana 70056	PARTNER IN COMMENDAM

Article 6, Section 6.1 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"6.1 [Intentionally deleted by subsequent
amendment.]"

Article 6, Section 6.2 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"6.2 Each Partner in Commendam has contributed
to the Partnership contemporaneously with
the execution of the original Agreement
of Partnership the following:

ESTEEM CORPORATION (now dissolved)	\$1,000
LAWRENCE ALLEN KORNMAN	\$1,000
JANETTE KORNMAN	\$2,000
RICHARD JAY KORNMAN	\$1,000"

94-03251

Article 9, Section 9.1 (as it now exists) is hereby deleted in its entirety and replaced with the following, to-wit:

"9.1 The Partnership Interest of each of the Partners shall be as follows:

<u>Partner</u>	<u>Partnership % Interest</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION	1.00%
LAWRENCE ALLEN KORNMAN	37.56%
JANETTE KORNMAN	45.44%
RICHARD JAY KORNMAN	16.00%"

THUS DONE AND PASSED in multiple originals in my office in New Orleans, Louisiana, on the day, month and year hereinabove first written, and in the presence of the undersigned competent witnesses who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:

BELAIR PARTNERSHIP,
A Partnership in Commendam

Allen B. Tribodeaux
L. D. Pro

By:

Lawrence A. Kornman
SUNRISE CONSTRUCTION AND
DEVELOPMENT CORPORATION,
General Partner, through
LAWRENCE A. KORNMAN, President

Robert B. Belair
NOTARY PUBLIC

D:\COURTS\AMERICAN.BRL

94 - 03251

UNANIMOUS WRITTEN CONSENT OF
THE PARTNERS OF
BELAIR PARTNERSHIP, A PARTNERSHIP IN COMMENDAM
JANUARY 12, 1994

We, the undersigned, being all of the Partners of Belair Partnership, A Partnership In Commendam ("Partnership"), acting herein pursuant to La. Civil Code Article 2807 and Article 15, Section 15.1 of the Amended and Restated Articles of Partnership of the Partnership, do hereby adopt the following resolutions as the actions of the Partnership, to-wit:

RESOLVED, that Article 3, Section 3.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"3.1 The name, address, and partnership status of each partner is as follows:

<u>Name & Address</u>	<u>Status</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION 3421 N. Causeway Blvd., Suite 401 Metairie, Louisiana 70002	GENERAL PARTNER
JANETTE KORNMAN 108 Bellaire Drive New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
LAWRENCE A. KORNMAN 6864 Colbert Street New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
RICHARD J. KORNMAN 824 Fairfield Street Gretna, Louisiana 70056	PARTNER IN COMMENDAM"

RESOLVED FURTHER, that Article 6, Section 6.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"6.1 [Intentionally deleted by subsequent amendment.]"

RESOLVED FURTHER, that Article 6, Section 6.2 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

94-03251

"6.2 Each Partner in Commendam has contributed to the Partnership contemporaneously with the execution of the original Agreement of Partnership the following:

ESTEEM CORPORATION (now dissolved)	\$1,000
LAWRENCE ALLEN KORNMAN	\$1,000
JANETTE KORNMAN	\$2,000
RICHARD JAY KORNMAN	\$1,000"

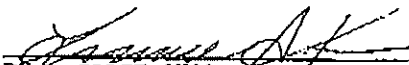
RESOLVED FURTHER, that Article 9, Section 9.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"9.1 The Partnership Interest of each of the Partners shall be as follows:

<u>Partner</u>	<u>Partnership % Interest</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION	1.00%
LAWRENCE ALLEN KORNMAN	37.56%
JANETTE KORNMAN	45.44%
RICHARD JAY KORNMAN	16.00%"

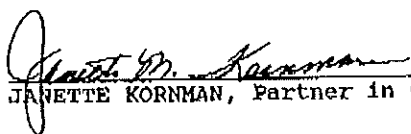
This Unanimous Written Consent has been signed by all of the Partners on the date first hereinabove set forth.

SUNRISE CONSTRUCTION COMPANY, A Louisiana
Partnership, General Partner

BY: 
COAST QUALITY CONSTRUCTION CORPORATION,
MANAGING PARTNER through LAWRENCE A.
KORNMAN, PRESIDENT


LAWRENCE A. KORNMAN, Partner In Commendam

94-03251


JANETTE KORNMAN, Partner in Commendam


RICHARD J. KORNMAN, Partner in Commendam

DOC\93-91393.MKT

STATE OF LOUISIANA,

Parish of Jefferson

I, the undersigned Deputy Clerk of the 24th Judicial District Court in and
for the State and Parish aforesaid, do here by certify that 748
decreet is a true and correct copy of Amendment
as registered in PB Book 133 Folio 810
Parish of Jefferson, La, this 22nd day of Feb 1999

[Signature]
DEPUTY CLERK.

*med. work sec. with Henry
By Reg.*

9403251 PB 133 810

AMENDMENT TO THE AMENDED
AND RESTATED ARTICLES OF
PARTNERSHIP OF
BELAIR PARTNERSHIP,
A Partnership In Commendam

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

ORIGINAL

94-03251

BE IT KNOWN, that on 12th day of JANUARY, 1994,

BEFORE ME, the undersigned authority, a Notary Public, duly
commissioned and qualified in and for the aforesaid Parish and
State, and in the presence of the undersigned competent witnesses,
personally came and appeared:

SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION,
through its President, LAWRENCE A. KORNMAN

General Partner of Belair Partnership, A Partnership In Commendam
("Partnership"), organized under the laws of the State of
Louisiana, who declared unto me, Notary, that he is the person
authorized and directed by a resolution adopted pursuant to a
Unanimous Written Consent of the Partners of the Partnership to
execute this Amendment to the Amended and Restated Articles of
Partnership.

Apparers further declared that in accordance with the
resolutions adopted by Unanimous Written Consent, Sections
3.1, 6.1, 6.2, and 9.1 of the Amended and Restated Articles of
Partnership are hereby amended as follows, to-wit:

Article 3, Section 3.1 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"3.1 The name, address, and partnership status
of each partner are as follows:

0512 11/13/1994-03251 PB 133 810

94-03251

<u>Name & Address</u>	<u>Status</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION 3421 N. Causeway Blvd., Suite 401 Metairie, Louisiana 70002	GENERAL PARTNER
JANETTE KORNMAN 108 Bellaire Drive New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
LAWRENCE A. KORNMAN 6864 Colbert Street New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
RICHARD J. KORNMAN 824 Fairfield Street Gretna, Louisiana 70056	PARTNER IN COMMENDAM

Article 6, Section 6.1 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"6.1 [Intentionally deleted by subsequent
amendment.]"

Article 6, Section 6.2 (as it now exists) is hereby
deleted in its entirety and replaced with the following,
to-wit:

"6.2 Each Partner in Commendam has contributed
to the Partnership contemporaneously with
the execution of the original Agreement
of Partnership the following:

ESTEEM CORPORATION (now dissolved)	\$1,000
LAWRENCE ALLEN KORNMAN	\$1,000
JANETTE KORNMAN	\$2,000
RICHARD JAY KORNMAN	\$1,000"

94-03251

Article 9, Section 9.1 (as it now exists) is hereby deleted in its entirety and replaced with the following, to-wit:

"9.1 The Partnership Interest of each of the Partners shall be as follows:

<u>Partner</u>	<u>Partnership % Interest</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION	1.00%
LAWRENCE ALLEN KORNMAN	37.56%
JANETTE KORNMAN	45.44%
RICHARD JAY KORNMAN	16.00%"

THUS DONE AND PASSED in multiple originals in my office in New Orleans, Louisiana, on the day, month and year hereinabove first written, and in the presence of the undersigned competent witnesses who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:

BELAIR PARTNERSHIP,
A Partnership In Commendam

Allen B. Shivers
Luc D. Moore

By:

Lawrence A. Kornman
SUNRISE CONSTRUCTION AND
DEVELOPMENT CORPORATION,
General Partner, through
LAWRENCE A. KORNMAN, President

Notary Public
NOTARY PUBLIC

C:\SUNRISE\AMENDMEN.BEL

94-03251

UNANIMOUS WRITTEN CONSENT OF
THE PARTNERS OF
BELAIR PARTNERSHIP, A PARTNERSHIP IN COMMENDAM
JANUARY 12, 1994

We, the undersigned, being all of the Partners of Belair Partnership, A Partnership In Commendam ("Partnership"), acting herein pursuant to La. Civil Code Article 2807 and Article 15, Section 15.1 of the Amended and Restated Articles of Partnership of the Partnership, do hereby adopt the following resolutions as the actions of the Partnership, to-wit:

RESOLVED, that Article 3, Section 3.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"3.1 The name, address, and partnership status of each partner is as follows:

<u>Name & Address</u>	<u>Status</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION 3421 N. Causeway Blvd., Suite 401 Metairie, Louisiana 70002	GENERAL PARTNER
JANETTE KORNMAN 108 Bellaire Drive New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
LAWRENCE A. KORNMAN 6864 Colbert Street New Orleans, Louisiana 70124	PARTNER IN COMMENDAM
RICHARD J. KORNMAN 824 Fairfield Street Gretna, Louisiana 70056	PARTNER IN COMMENDAM"

RESOLVED FURTHER, that Article 6, Section 6.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"6.1 [Intentionally deleted by subsequent amendment.]"

RESOLVED FURTHER, that Article 6, Section 6.2 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:

"6.2 Each Partner in Commendam has contributed to the Partnership contemporaneously with the execution of the original Agreement of Partnership the following:

ESTEEM CORPORATION (now dissolved)	\$1,000
LAWRENCE ALLEN KORNMAN	\$1,000
JANETTE KORNMAN	\$2,000
RICHARD JAY KORNMAN	\$1,000"


RESOLVED FURTHER, that Article 9, Section 9.1 (as it now exists) be deleted in its entirety and replaced with the following, to-wit:


"9.1 The Partnership Interest of each of the Partners shall be as follows:

<u>Partner</u>	<u>Partnership Interest</u>
SUNRISE CONSTRUCTION AND DEVELOPMENT CORPORATION	1.00%
LAWRENCE ALLEN KORNMAN	37.56%
JANETTE KORNMAN	45.44%
RICHARD JAY KORNMAN	16.00%"

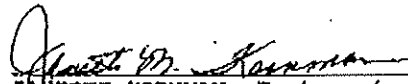
This Unanimous Written Consent has been signed by all of the Partners on the date first hereinabove set forth.

SUNRISE CONSTRUCTION COMPANY, A Louisiana
Partnership, General Partner

BY: 
COAST QUALITY CONSTRUCTION CORPORATION,
MANAGING PARTNER through LAWRENCE A.
KORNMAN, PRESIDENT


LAWRENCE A. KORNMAN, Partner in Commendam

94-03251



JANETTE KORNMAN, Partner in Commendam



RICHARD J. KORNMAN, Partner in Commendam

Doc198-5155.WM

STATE OF LOUISIANA,

Parish of Jefferson

I, the undersigned Deputy Clerk of the 24th Judicial District Court in and
for the State and Parish aforesaid, do hereby certify that this
Document is a true and correct copy of Amendment -
as registered in P.B. Book 133 Folio 810 acts
Parish of Jefferson, La, this 29th day of June 1996

Charles H. Hester
DEPUTY CLERK