

QUITCLAIM

United States of America

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that effective this 2nd day of February, 2004,

BEFORE ME, the undersigned Notary Public, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

McMATH CONSTRUCTION, INC., a Louisiana corporation, domiciled in St. Tammany Parish, Louisiana, herein represented by its duly authorized President, Don A. McMath, by virtue of a Resolution of its Board of Directors, dated July 25, 1997, recorded as Instrument No. 1058175 of the conveyance records of St. Tammany Parish, Louisiana;

its mailing address being: 1125 North Causeway Blvd., Suite 2
Mandeville, LA 70471

Who declared that they do, for and in consideration of the price and sum of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) DOLLARS, cash in hand paid, receipt whereof is hereby acknowledged, and full acquittance and discharge therefore given, do hereby sell, transfer, assign, quitclaim, release and relinquish (but without any legal warranty whatsoever unto:

CHATEAU deMUGNIER HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its duly authorized President, Boyd McPhail, by virtue of a Resolution dated February 2, 2004, a copy of which is annexed hereto:

its mailing address being: 2075 Lakeshore Drive
Mandeville, LA 70448

All of the right, title and interest which Appearer may have in and to the following described property, to wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in a portion of Lot A, Square 1, Town of Mandeville, St. Tammany Parish, Louisiana, in that portion thereof known as Chateau deMugnier, A Condominium, said property including, but not necessarily being limited to, the following, to-wit:

Units 9C, 10C, 11C and 12C, Building C, Chateau deMugnier, A Condominium, Mandeville, St. Tammany Parish, Louisiana.

Said property is more fully shown on the survey of J. V. Burkes & Assoc., Inc., Survey No. 991102, dated April 30, 1999, revised October 18, 1999, a copy of which is annexed to Instrument No. 1172523 of the conveyance records of St. Tammany Parish, Louisiana, a copy of which is also annexed heretof.

Instrument #: 1415908
Register #: 1361036 SLM
02/11/2004 2:19:00 PM
MB CB X MI UCC

Purchaser further acknowledge that the property hereby conveyed, including the real estate, and all buildings and improvements erected thereon are conveyed by the Vendor "as is" and without warranty as to physical condition, and with the exclusion of and release by Purchaser of any and all legal or implied warranties save as to title and Purchaser expressly waives any and all claims against Vendor for vices or defects in said property. Purchaser further acknowledges that they have fully inspected said property and are not relying on any representation as to its condition which has or may have been made by the Vendor. Purchaser further waives and releases Vendor and its agents, employees and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or in part from the condition of or defects or vices, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claim or cause of action should have been known to either purchasers or Vendor. The Purchaser takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of the said property reflects a diminution in price in order to compensate purchasers for the condition of the improvements; and they hereby agree to take title to the said property subject to no guarantees or warranties of any nature or kind concerning the condition of the improvements or the use of said property as a result of the condition of improvements. The Purchaser, in consideration of the reduction of the sales price, waives all rights they may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq. and 2541 et seq.

TO HAVE AND TO HOLD the above described property unto Purchaser, its heirs, successors and assigns forever, without any warranty whatsoever, of any nature or description, even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty which Appearer has or may have against all preceding owners or vendors whomsoever.

THUS DONE AND PASSED, in my office at Mandeville, Louisiana, on the 30th day of January, 2004, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

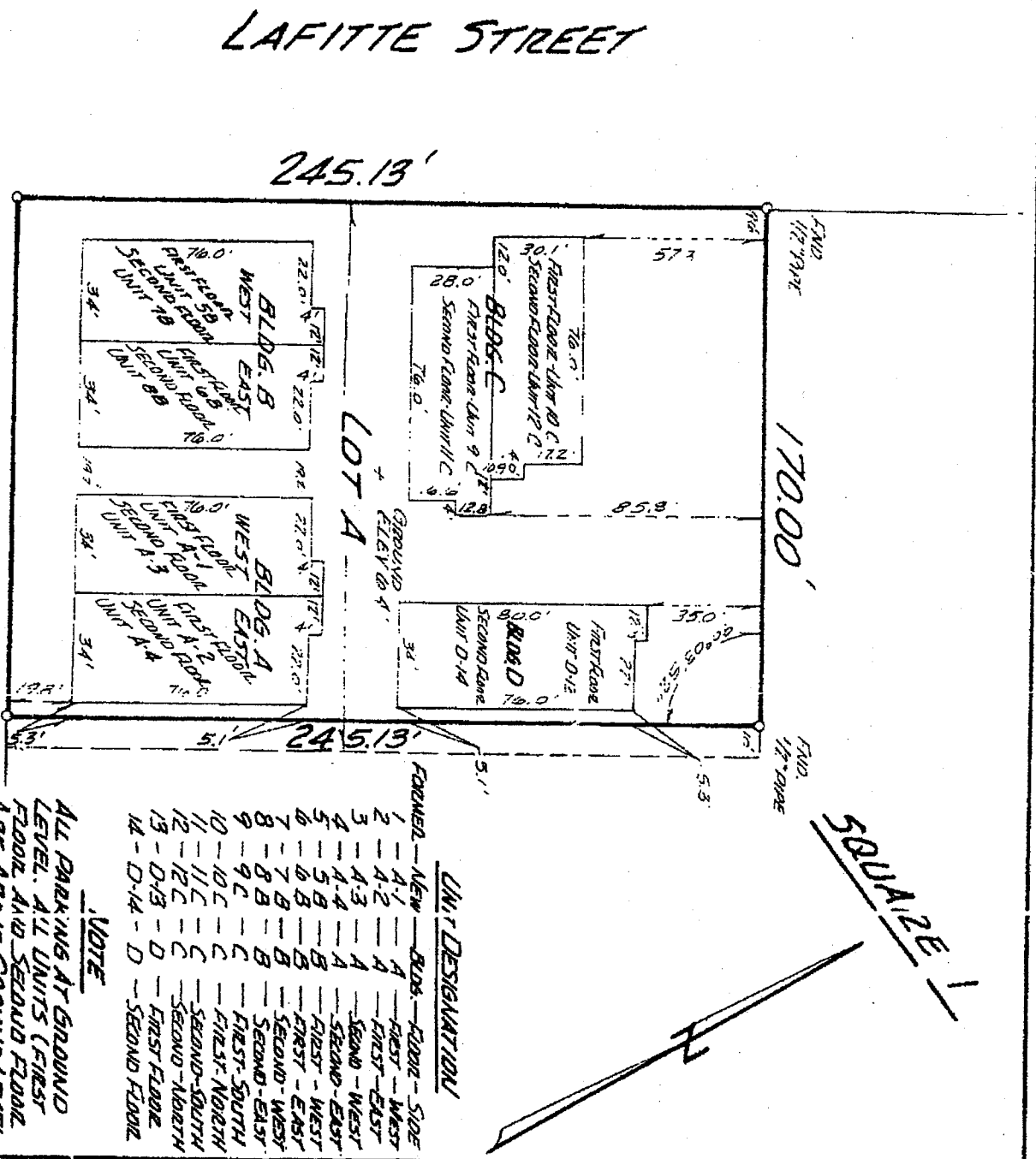
Cathy J. Smith, Jr.
Kevin D. Sykes

McMATH CONSTRUCTION, INC.
By: *Don A. McMath*
Don A. McMath, President

Cathy J. Smith, Jr.
Kevin D. Sykes

**CHATEAU deMUGNIER
HOMEOWNERS ASSOCIATION, INC.**
By: *Boyd McPhail*
Boyd McPhail, President

Gina V. Broussard
**GINA V. BROUSSARD #062907
NOTARY PUBLIC
ST. TAMMANY PARISH
MY COMMISSION IS FOR LIFE**



UNIT DESIGNATION

FORMED - NEW	BLOS - FLOOR - SIDE
1 - A-1	A - FIRST - WEST
2 - A-2	A - FIRST - EAST
3 - A-3	A - SECOND - WEST
4 - A-4	A - SECOND - EAST
5 - B-B	B - FIRST - WEST
6 - B-B	B - FIRST - EAST
7 - B-B	B - SECOND - WEST
8 - B-B	B - SECOND - EAST
9 - C-C	C - FIRST - SOUTH
10 - C-C	C - FIRST - NORTH
11 - C-C	C - SECOND - SOUTH
12 - C-C	C - SECOND - NORTH
13 - D-D	D - FIRST FLOOR
14 - D-D	D - SECOND FLOOR

NOTE

ALL PARKING AT GROUND LEVEL. ALL UNITS (FIRST FLOOR AND SECOND FLOOR) ARE ABOVE GROUND LEVEL. ALL GROUND ADJACENT TO BUILDINGS IS DESIGNATED COMMON ELEMENT.

ADDRESS:

LAKE STREET

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY AND THAT TO THE BEST OF MY KNOWLEDGE NO ENCROACHMENTS EXIST EITHER WAY ACROSS ANY OF THE PROPERTY LINES, EXCEPT AS SHOWN.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY. BEARINGS ARE BASED ON RECORD BEARINGS UNLESS NOTED OTHERWISE.

ENCUMBRANCES SHOWN HEREON ARE NOT NECESSARILY EXCLUSIVE. ENCUMBRANCES OF RECORD AS SHOWN ON "TITLE OPINION OR TITLE POLICY WILL BE ADDED HERETO UPON REQUEST, AS SURVEYOR HAS NOT PERFORMED ANY TITLE SEARCH OR ABSTRACT.

FI R.M. 220 202 0002 C
 4/4/03
 ZC NE V.B.B.E. 14.0'
 *Verify prior to Construction with Local Governing Body

SURVEY NO: 991102
 DATE: 4-30-99
 REVISED: 10-18-99 UNIT DESIGNATION

J. V. BURKES & ASSOC., INC.
 2990 GAUSE BLVD. EAST, STE. B • SUIDELL, LA 70461
 504-649-0075 FAX 504-649-0154

DRAWN BY: JB
 SCALE: 1"=50'

SURVEY MAP OF: A PORTION OF LOT A - SQUARE 1
 (KNOWN AS CHATEAU DE MUGNIEZ, A COND. UNIT OF TOWN OF MANDEVILLE
 LOCATED IN: St. TAMMANY PARISH, LOUISIANA
 CERTIFIED TO: MC NATH CONSTRUCTION, INC. &
 CHATEAU DE MUGNIEZ HOME OWNERS
 ASSOCIATION, INC.




SURVEYED BY:
 J.V. Burkess
 L.L. REG. NO. 840

CERTIFICATE OF THE SECRETARY OF THE CHATEAU DE MUGNIER
CONDOMINIUM ASSOCIATION, INC.

THIS SHALL CERTIFY that the following resolution was duly authorized and passed at a special meeting of the Board of Directors of The Chateau de Mugnier Condominium Association, held by telephone on Monday, February 2, 2004.

BE IT RESOLVED, that Boyd McPhail, President of the Chateau de Mugnier Condominium Association is hereby authorized to execute a certain Quit Claim Deed on behalf of the Association as Buyer and with McMath Construction, Inc., as Seller, pursuant to which McMath Construction, Inc. will sell, transfer and assign to the Association all of its interests in the Units and Common Elements of the Chateau de Mugnier Condominium, for such consideration as Boyd McPhail shall deem proper and appropriate and on such other terms and conditions as are approved by the said Boyd McPhail. Additionally, any actions previously taken by Boyd McPhail in executing the said Quit Claim Deed and in delivering to Seller the consideration therefore are hereby ratified and confirmed.


Secretary, Chateau de Mugnier
Homeowners Association