

ACT OF AMENDMENT AND ADDENDUM  
TO DECLARATION CREATING  
AND ESTABLISHING CONDOMINIUM  
PROPERTY AND REGIME BY  
THE RIVERBEND COMPANY,  
A Louisiana Ordinary Partnership

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

BE IT KNOWN, that on this 27<sup>th</sup> day of JANUARY, in the  
year of Our Lord, One Thousand Nine Hundred and Eighty-Three,

BEFORE ME, ALAN E. KRINZMAN, a Notary Public, duly commissioned  
and qualified in and for the Parish of Orleans, State of Louisiana, in  
the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

THE RIVERBEND COMPANY, a partnership organized under the laws  
of the State of Louisiana, and domiciled in the Parish of Orleans,  
State of Louisiana, the Articles of Partnership being recorded  
in MOB 2181, folio 263, of the records of the Mortgage  
Office of for the Parish of Orleans, Louisiana, and composed  
of the following persons:

ROLAND T. A. von KURNATOWSKI, JR., a person of the full age  
of majority, and domiciled in the City of New Orleans, State  
of Louisiana, who declared under oath to me, Notary, that he has  
been married but once and then to BEVERLY BOOKOUT, with whom he is  
presently living and residing, and whose permanent mailing address  
is 730 Lowerline Street, New Orleans, Louisiana 70118;

LEWIS E. HOOPER, JR., a person of the full age of majority, and  
domiciled in the City of New Orleans, State of Louisiana, who  
declared under oath to me, Notary, that he has been married but  
once and then to JOAN von KURNATOWSKI, with whom he is living and  
residing, and whose permanent mailing address is 800 Lowerline  
Street, New Orleans, Louisiana, 70118;

JOAN von KURNATOWSKI HOOPER, a person of the full age of majority,  
and domiciled in the City of New Orleans, State of Louisiana, who  
declared under oath to me, Notary, that she has been married but  
once and then to LEWIS E. HOOPER, JR., with whom she is presently  
living and residing, and whose permanent mailing address is 800  
Lowerline Street, New Orleans, Louisiana, 70118

who declared unto me, Notary, that they are the sole partners of The  
Riverbend Company, an ordinary partnership and that all and each hereby  
amend the Declaration Creating and Establishing a Condominium Property  
and Regime known as the "Riverbend Condominiums" and which Condominium  
Property is situated on the below described property in the following  
respects:

PARCEL I

ONE CERTAIN LOT OF GROUND, together with all the buildings  
and improvements thereon, and all the rights, ways,  
privileges, servitudes and advantages thereunto belonging or  
in anywise appertaining, situated in the SEVENTH DISTRICT of  
the City of New Orleans, in SQUARE NO. 40, bounded by Hurst  
Street, Hillary Street, Benjamin Street and Cherokee Street,  
designated as LOT NO. 14, on a survey made by Gilbert, Kelly  
& Couturie, Inc., Surveyors, dated October 2, 1975, a copy of  
which is annexed to an act passed before Edmond G. Miranne,  
Jr., Notary Public, dated October 15, 1975, and according  
thereto, said lot commences at a distance of 107 feet 6  
inches from the corner of Hurst Street and Cherokee Street,  
measures thence 30 feet front on Hurst Street, same width in

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the various methods used to collect and analyze data. It describes the use of statistical techniques to identify trends and anomalies in the data, and the importance of using reliable sources of information.

3. The third part of the document discusses the role of the auditor in the process. It explains that the auditor's primary responsibility is to provide an independent and objective assessment of the financial statements, and to ensure that they are prepared in accordance with the applicable accounting standards.

4. The fourth part of the document describes the various types of audits that are conducted. It includes a discussion of the different types of audits, such as financial statement audits, operational audits, and compliance audits, and the specific objectives of each type.

5. The fifth part of the document discusses the importance of communication in the audit process. It explains that the auditor must maintain open and effective communication with the client throughout the audit, and that this communication is essential for the successful completion of the audit.

6. The sixth part of the document discusses the various factors that can affect the quality of the audit. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

7. The seventh part of the document discusses the various risks associated with the audit process. It includes a discussion of the risks of audit failure, the risks of fraud, and the risks of non-compliance with the applicable accounting standards.

8. The eighth part of the document discusses the various factors that can affect the cost of the audit. It includes a discussion of the importance of the auditor's efficiency, the quality of the client's records and controls, and the quality of the audit team.

9. The ninth part of the document discusses the various factors that can affect the reputation of the auditor. It includes a discussion of the importance of the auditor's integrity, the quality of the audit team, and the quality of the client's records and controls.

10. The tenth part of the document discusses the various factors that can affect the overall quality of the audit process. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

11. The eleventh part of the document discusses the various factors that can affect the overall quality of the audit process. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

12. The twelfth part of the document discusses the various factors that can affect the overall quality of the audit process. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

13. The thirteenth part of the document discusses the various factors that can affect the overall quality of the audit process. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

14. The fourteenth part of the document discusses the various factors that can affect the overall quality of the audit process. It includes a discussion of the importance of the auditor's independence, the quality of the audit team, and the quality of the client's records and controls.

the rear, by a depth of 150 feet between equal and parallel lines.

Improvements thereon bear the Municipal Nos. 7515-17 Hurst Street.  
Being the same property acquired by The Riverbend Company from Carrollton Homestead Association by act before Thomas A. Casey, Notary Public, dated April 29, 1977, recorded in COB 746, folio 94, Orleans Parish, Louisiana.

#### PARCEL II

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the SEVENTH DISTRICT of the City of New Orleans, in SQUARE NO. 40, bounded by Cherokee, Hurst, Benjamin and Hillary Streets, designated as LOT NOS. 17-A and 18-A on a print of survey by J. J. Krebs, Civil Engineer, dated September 19, 1949, annexed to an act passed before Edmond G. Miranne, Notary Public, dated December 6, 1949, according to which, said lots adjoin and measure each 30 feet front on Cherokee Street, by a depth between equal and parallel lines of 86 feet, 3 inches, 0 lines and are composed of front portions of original Lot Nos. 17 and 18. Lot 17-A lies nearer to and commences at a distance of 60 feet from the corner of Cherokee and Hurst Streets.

#### PARCEL III

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the SEVENTH DISTRICT of the City of New Orleans, in SQUARE NO. 40, bounded by Cherokee, Benjamin, Hurst and Hillary Streets, designated as LOT NOS. 17-B and 18-B on a print of survey by J. J. Krebs, Civil Engineer, dated September 19, 1949, and annexed to an act passed before Edmond G. Miranne, Notary Public, dated December 6, 1949, and according to which plan said lots begin at a distance of 86 feet, 3 inches from Cherokee and measure each 30 feet on a line parallel with Cherokee Street, same width in the rear by a depth of 21 feet, 3 inches between equal and parallel lines, and are composed of the rear portion of original Lots Nos. 17 and 18.

The above described two pieces of real estate constitute the whole of the original Lots No. 17 and 18 which original Lots No. 17 and 18 measure each 30 feet front on Cherokee Street, same width in the rear, by a depth of 107 feet, 6 inches. Lot No. 17 begins at a distance of 60 feet from the corner of Hurst and Cherokee Streets.

The improvements thereon bear the Municipal Nos. 252-254 Cherokee Street, 252 & 1/2 -254 & 1/2 Cherokee Street and 248 Cherokee Street.

Being the same property acquired by The Riverbend Company from Sarah Heiman Burk, et al. by act before Thomas A. Casey,

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that this is crucial for the company's financial health and for providing reliable information to stakeholders.

2. The second part of the document outlines the specific procedures for recording transactions. It details the steps from initial entry to final review, ensuring that all necessary information is captured and verified.

3. The third part of the document addresses the role of the accounting department in this process. It highlights the need for clear communication and collaboration between different departments to ensure the accuracy of the data.

4. The fourth part of the document discusses the importance of regular audits and reviews. It explains how these checks help to identify any discrepancies or errors early on, preventing them from becoming major issues.

5. The fifth part of the document provides a summary of the key points discussed. It reiterates the importance of accuracy, proper procedures, and regular audits in maintaining the integrity of the company's financial records.

6. The final part of the document concludes with a statement of commitment to transparency and accuracy. It expresses the company's dedication to providing the highest quality financial information to all interested parties.

Notary Public, on May 26, 1978, recorded in COB 749, folio 599, Orleans Parish, Louisiana.

PARCEL IV

THREE CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the SEVENTH DISTRICT of the City of New Orleans, in SQUARE NO. 40, bounded by Cherokee, Hurst, Hillary and Benjamin Streets, designated as LOTS 19, 20 and 21, said lots adjoin and measure each 30 feet front on Cherokee Street, same width in the rear, by a depth of 107 feet, 6 inches between equal and parallel lines. Lot No. 21 commences at a distance of 90 feet from the corner of Cherokee and Benjamin Streets.

The improvements thereon bear the Municipal Nos. 256-58, 260-62, 268-70 Cherokee Street.

Being the same property acquired by The Riverbend Company from Thila von Kurnatowski, by an act passed before Thomas A. Casey, Notary Public, on June 10, 1978, recorded in COB 753, folio 675, Orleans Parish, Louisiana.

PARCEL V

ONE CERTAIN LOT OF GROUND, 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 the SEVENTH DISTRICT of the City of New Orleans, State of Louisiana, in SQUARE NO. 40, which square is bounded by Hillary, Hurst, Cherokee and Benjamin Streets. Said lot is designated as LOT NO. 8, begins at a distance of 60 feet from the corner of Hillary and Hurst Streets and measures thence on a line toward Benjamin Street, 30 feet front on Hillary Street, the same width in the rear, by a depth of 107 feet, 6 inches between equal and parallel lines, all according to survey of Curry Dixon and Sons, Inc., dated May 3, 1977.

The improvements thereon bear the Municipal Nos. 237-239 Hillary Street.

Being the same property acquired by The Riverbend Company from Kenneth C. Friend by an act passed before Thomas A. Casey, Notary Public, dated November 21, 1978, and registered in COB 758, folio 452.

PARCEL VI

A CERTAIN LOT OF GROUND, 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 the SEVENTH DISTRICT of New Orleans, in SQUARE NO. 39, on a plan of Carrollton, bounded by Mississippi (late D'Armas), now Hurst, Hillary, (late McCarty) Benjamin, and Adams Streets, said lot being designated by the LETTER "A", measuring thirty-three feet, six inches front on Hillary Street, and foras the corner of Old Mississippi, now Hurst Street, upon which it has a depth and frontage of seventy-three feet, three inches by a like depth on the line dividing it from Lot "B" and a width of thirty-three feet, six inches in the rear, on the line dividing it from Lot "C".

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part outlines the various methods and tools used to collect and analyze data. This includes the use of surveys, interviews, and focus groups to gather qualitative information, as well as the application of statistical software for quantitative analysis.

3. The third part describes the process of identifying and measuring key performance indicators (KPIs). It highlights the need to select metrics that are relevant to the organization's strategic goals and to establish a baseline for comparison.

4. The fourth part details the implementation of a data management system. This involves setting up a secure database to store all collected data and ensuring that access is restricted to authorized personnel only.

5. The fifth part discusses the importance of regular reporting and communication of findings. It stresses that stakeholders should be kept informed of progress and any emerging trends or issues.

6. The sixth part addresses the challenges of data collection and analysis, such as incomplete data, bias, and the need for skilled personnel. It offers strategies to mitigate these risks and ensure the reliability of the results.

7. The seventh part concludes by summarizing the key takeaways and providing recommendations for future research and practice. It encourages a continuous approach to data collection and analysis to stay current in a rapidly changing environment.

or in anywise appertaining, situated in the SEVENTH DISTRICT of New Orleans, in SQUARE 39, on a plan of Carrollton, said lot is designated by the Letter "B" and according to a plan of C. A. Robert, C.E. & S., dated February 21, 1927, a copy of which is annexed to an act of partition before G. J. Gulotta, Notary Public, dated June 20, 1927, and measures forty-one feet, six inches front on Hillary Street, by a depth of seventy-three feet, three inches between equal and parallel lines. Said lot begins at a distance of thirty-three feet, six inches from the corner of Hurst and Hillary Street.

The improvements thereon bear the Municipal No. 228-232-234 and 236 Hillary Street.

Being the same property acquired by The Riverbend Company from Jennie Vort Cantelli by act passed before Helen C. Manale, Notary Public, dated June 19, 1978, and registered in COB 756, folio 4, Orleans Parish, Louisiana.

PARCEL VII

THAT PORTION OF GROUND, 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 the Parish of Orleans, State of Louisiana, situated in the SEVENTH DISTRICT, SQUARE NO. 40, bounded by Hillary, Benjamin, Cherokee and Hurst Streets, said lot is designated as LOT NO. 7, and measures thirty feet (30') front on Hillary Street, by a depth of one hundred seven feet, six inches (107'6") between parallel lines. A strip or one-half (1/2) lot of ground situated in the same district and square above and being part of the rear half (1/2) of LOT NO. 11, which strip lies in the rear of Lots 6 and 7, and measures thirty feet (30') feet in width by sixty feet (60') in depth and length. According to a survey of Gilbert & Kelly, Surveyors, dated September 10, 1949, and redated January 29, 1966, attached to an act before Peter Charbonnet, Jr., Notary Public, dated May 3, 1966, a portion of ground firstly described above and designated as LOT NO. 7 has the same measurements as set forth above and commences at a distance of ninety feet (90') from the corner of Hillary and Hurst Streets and the portion secondly described is designated as LOT NO. 11-B, and has the same location and measurements as set forth above. And according to survey of Gilbert & Kelly, Surveyors, dated September 10, 1949, and redated January 29, 1966, and reinspection dated October 6, 1975, by James H. Couturie, Registered Land Surveyor, the said lots are situated, designated and measure as set forth above.

The improvements thereon bear the Municipal No. 245 Hillary Street.

Being the same property acquired by Roland Theodore Archilles von Kurnatowski, Jr., from Continental Savings and Loan Association by an act passed before Roy F. Guste, Notary Public, dated December 19, 1975, and registered in COB , folio , Orleans Parish, Louisiana.

Property is transferred subject to Ordinance No. 7804 M.C.S. Zoning Docket No. 29-79 approved by City Council on June 18, 1981, and final review of City Planning Commission of July 14, 1981.

Part VII, pages 10-11, is amended to include the following paragraph number 5:

"Declarant shall relinquish all special rights, expressed or implied, through which the Declarant may directly or indirectly

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the specific procedures that must be followed when recording transactions. It details the requirements for documentation, including the need for receipts, invoices, and other supporting documents. It also discusses the importance of timely recording and the consequences of delays.

3. The third part of the document addresses the issue of internal controls. It explains how a strong system of internal controls can help to ensure the accuracy and reliability of financial records. It provides examples of effective internal control measures and discusses the role of management in implementing and monitoring these controls.

4. The fourth part of the document discusses the importance of regular audits. It explains how audits can help to identify and correct errors and irregularities in the financial records. It also discusses the role of external auditors and the importance of transparency and accountability in the auditing process.

5. The fifth part of the document provides a summary of the key points discussed in the previous sections. It reiterates the importance of accurate record-keeping, proper procedures, strong internal controls, and regular audits. It also provides a list of resources for further information and assistance.

6. The sixth part of the document contains a list of frequently asked questions and their answers. This section is designed to help readers understand the document better and to address any common concerns or questions that may arise. The questions cover a wide range of topics, including record-keeping requirements, internal controls, and auditing procedures.

7. The seventh part of the document provides a list of references and sources of information. This section is intended to help readers find additional resources and information on the topics discussed in the document. The references include books, articles, and websites that provide further guidance and support.

8. The eighth part of the document contains a list of contact information for the relevant authorities and organizations. This section is intended to help readers reach out for assistance or to report any concerns or irregularities. The contact information includes names, addresses, and phone numbers of the relevant entities.

9. The ninth part of the document provides a list of definitions for key terms and concepts used throughout the document. This section is intended to help readers understand the meaning of these terms and to ensure consistency in the use of language. The definitions cover a wide range of financial and accounting terms.

10. The tenth part of the document contains a list of appendices and supplementary materials. These materials provide additional information and data that are relevant to the topics discussed in the document. The appendices include tables, charts, and other visual aids that help to illustrate key points and trends.



control, direct, modify, or veto any action of the Association, its Board of Directors or a majority of the Unit Owners and control of the Association shall pass to the Unit Owners no later than the earlier of the following event:

- a) Sale of One Hundred percent (100%) of the Units;  
or
- b) The expiration of a period of Three (3) years from the date of the first Unit Has been conveyed to a Unit Purchaser by Declarant . . . "

The existing paragraphs Three (3) and Four (4) are renumbered to be paragraphs Four (4) and Five (5).

Part X, Paragraphs 1-3 on Page 14 are amended to read as follows:

"Assessments against the Unit Owners including the Declarant, individually shall be made by the Association and paid by the Unit Owners and Declarant to the Association in accordance with the following provisions:

1. Percentile Share of Common Expenses. Each Unit Owner (and Declarant, so long as Declarant is a Unit Owner) shall be liable for his percentage share of the Common Expenses and any Common Surplus shall be owned by each Unit Owner (and Declarant, so long as Declarant is a Unit Owner) in a like share (See Schedule 1).
2. Assessments Other Than Common Expenses. Any assessments, other than assessments for Common Expenses, the authority to levy which is granted to the Association, shall be paid by the Unit Owners (and Declarant, so long as Declarant is a Unit Owner) to the Association in the proportions set forth in the provision of the Condominium Declaration authorizing such extraordinary assessment.
3. Accounts. All sums collected by the Association from assessments (from Common Expenses or otherwise) may be comingled in a single fund but they shall be held for the Unit Owners (and Declarant, so long as Declarant is a Unit Owner) in the respective shares in which they are paid and shall be credited to individual accounts. Such accounts shall be as follows. . . "

All other existing paragraphs of this part remain unaltered.

Part XVI on pages 19-20 is deleted in its entirety, and the following substituted therefore:

**"XVI.  
MORTGAGES**

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

1. Protection of Mortgagee

(a) Notice of Association. An Owner who mortgages his Unit shall notify the Board giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgages of Condominium".

1948

1. The first part of the report deals with the general situation of the country and the progress of the work during the year.

2. The second part of the report deals with the work done in the various departments during the year.

3. The third part of the report deals with the work done in the various departments during the year.

4. The fourth part of the report deals with the work done in the various departments during the year.

5. The fifth part of the report deals with the work done in the various departments during the year.

6. The sixth part of the report deals with the work done in the various departments during the year.

7. The seventh part of the report deals with the work done in the various departments during the year.

8. The eighth part of the report deals with the work done in the various departments during the year.

9. The ninth part of the report deals with the work done in the various departments during the year.

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the Owner, in the performance of such Owner's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve funds for replacement of common element components and fund the same by regular monthly payments rather than by extraordinary special assessments.

(e) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

(f) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meeting, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(g) Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of River Garden Condominium as a condominium regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; (ii) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of Unit Owners in the common elements, and which would change the pro-rata interest or obligations of any Unit Owner for the purpose of levying assessments or changes or allocating distribution of hazard insurance proceeds or condemnation awards; and (iii) the termination of any professional management contract for the Condominium Project.

(h) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction to units and of any part of the common elements and facilities if such loss exceeds \$10,000.00, or damage to a condominium unit exceeds \$1,000.00.

(i) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds \$10,000.00.

(j) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

(k) Right to Partition. No Unit may be partitioned or subdivided by the owner thereof without the prior written approval of at least the holder of the first mortgage lien on such property and the Board of Directors of the Association.

(l) Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in Page

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the mortgage or foreclosure of the mortgage, or pursuant to a deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall not be liable for such Unit's unpaid assessments or charges which accrued prior to the acquisition of title to such Unit by the holder of such mortgage, except for claims for a pro-rata re-allocation of such assessments or charges to all Units including the mortgaged Unit.

(m) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(n) Other Acts by Association requiring Approval of First Mortgagees. Unless 100% of the first mortgagees have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit, (ii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; (iii) use hazard insurance proceeds for lossess to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project, or except as otherwise provided in this Declaration.

(o) No provision contained in this Declaration shall be construed as giving a condominium Unit Owner, or any other party, priority over any rights of first mortgagees in the case of a distribution to condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

(p) Notwithstanding anything in this Declaration to the contrary, Declarant, its Successors or assigns may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, by written instrument executed by Declarant, and duly recorded in the Office of the Register of Conveyances for the Parish of Orleans, State of Louisiana.

2. Protection. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien or any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. Any purchaser on foreclosure or person accepting title in lieu thereof, shall, however take subject-to this Declaration.

Part XVII on Page 20 is deleted in its entirety and the following substituted therefor:

\*XVII.  
LEASES

With the exception of a lender in possession of a Condominium Unit following a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be clearly documented and supported by appropriate evidence. This includes receipts, invoices, and other relevant documents that can be used to verify the accuracy of the data.

Furthermore, it is noted that regular audits are essential to ensure the integrity of the information. By conducting periodic reviews, any discrepancies or errors can be identified and corrected promptly. This process not only helps in maintaining the reliability of the records but also provides a clear trail of accountability for all activities.

In addition, the document highlights the need for transparency in all dealings. All parties involved should be kept informed of the current status and any changes that may affect their interests. This open communication is crucial for building trust and ensuring that everyone is working towards the same goals.

The second section of the document focuses on the implementation of effective control systems. It suggests that a well-defined set of procedures and policies should be established to govern all operations. These controls should be designed to minimize the risk of errors and fraud while maximizing efficiency and productivity.

It is also recommended that these systems be regularly updated to reflect changes in the business environment. As new technologies and market conditions emerge, it is important to adapt the control systems accordingly to remain effective. This proactive approach helps in staying ahead of potential challenges and ensuring long-term success.

Finally, the document stresses the importance of training and development. All employees should be provided with the necessary skills and knowledge to perform their duties effectively. This includes ongoing education and professional development opportunities that help in staying current in their respective fields.

Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. . . ."

Former Parts XVII, XVIII, and XIX are renumbered to XVIII, XIX and XX.

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

WITNESSES:

Mr. Rowitz  
Mr. Hilligan  
Mr. [unclear]

THE RIVERBEND COMPANY  
A Louisiana General Partnership

By: ROLAND T.A. von KURNATOWSKI, JR.  
Partner

By: LEWIS E. HOOPER, JR., Partner

By: JOAN von KURNATOWSKI HOOPER

ALAN E. KRINZMAN  
NOTARY PUBLIC

Registered in  
Conveyance Office  
Book 783-2 Folio 475-477  
New Orleans 2/3/83  
GASPER J. SCHIRO  
Per M. [unclear] Dr. Clk.

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