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 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

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 improvments 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 surey 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,

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 forms 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

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 distirct 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 tranferred 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

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".

(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 of 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

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 losses to any condominium property (whether to units or to common elements) for other than the repair, replacement of 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 condominuim 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

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:

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 7835 Folio 475-477
New Orleans 2/5/83
GASPER J. SCHIRO
Per _____ Dy. Clk.