

CRESCENT TITLE, LLC
1421 N. CAUSEWAY BLVD.
METAIRIE, LA 70001

212693

FIRST AMENDMENT TO	*	UNITED STATES OF AMERICA
DECLARATION CREATING AND	*	
ESTABLISHING CONDOMINIUM	*	STATE OF LOUISIANA
PROPERTY REGIME	*	
FOR	*	
734 UNION STREET CONDOMINIUMS	*	PARISH OF ORLEANS

BE IT KNOWN, that on the 21 day of May, 2021,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish hereinabove set forth, and in the presence of the undersigned competent witness, personally came and appeared:

Union Street Condos, LLC, a registered Louisiana limited liability company domiciled in the Parish of Orleans, State of Louisiana, represented herein by its authorized Member/Manager, Cesar R. Burgos, pursuant to Authorization registered at CIN 618775, Orleans Parish, Louisiana.
Mailing Address: 3535 Canal Street, New Orleans, LA 70119
("Declarant")

Who declared unto me, Notary, that:

WHEREAS, a Declaration Creating and Establishing a Condominium Property Regime for 734 Union Street Condominiums ("Declaration") dated May 26, 2017, registered on May 31, 2017, at Conveyance Instrument Number 618775, Notarial Archives No. 2017-20318, in Orleans Parish, Louisiana;

WHEREAS, Declarant is the owner of Residential Units 200, 201, 300, 301, 401 Union Street, New Orleans, Louisiana and Commercial Units 734 & 736 Union Street, New Orleans, Louisiana;

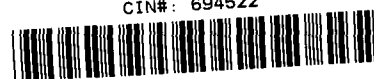
WHEREAS, pursuant to Article XIV(1)(e) of the Declaration, the Declarant desires to make the following revision to the Declaration:

• **Declaration, Article VIII, Leases and Conveyances, paragraph 4, page 16:** to delete the second paragraph of Paragraph 4, Article VIII and replace with the following provision:

" A Residential Unit Owner may lease his entire Unit, or part thereof, up to five (5) bedrooms and not to exceed ten (10) occupants. A Residential Unit Owner must be licensed by the City of New Orleans to participate in Commercial Short Term Rental of his Unit, and shall remain compliant with all such City, Parish and/or State laws governing Commercial Short Term Rentals in Orleans Parish. A licensed Residential Unit Owner may lease his Unit for one (1) year from the issuance of the license; however, no single lease or booking of the Unit shall be less than thirty (30) days."

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2021-24934 06/09/2021 09:07:43 AM
TYPE: A CONDO DEC 4 PG(S)

CIN#: 694522



- **Declaration, Article XVIII, Mortgagee Protection, paragraph 3, page 29:** to delete Paragraph 3 of Article XVIII and replace with the following provision:

“3. **Tacit Consent.** Provided that the Association shall have given written notice, by certified mail, return receipt requested, to a Mortgagee entitled to notice of an action requiring its consent, that Mortgagee shall be deemed to have consented to such action unless the Association shall have received a response from the Mortgagee to the Association’s written notice within sixty (60) days after the date the Association’s notice was deposited in the United States mail, postage prepaid.”

NOW THEREFORE, pursuant to Article XIV(1)(e) of the Declaration, the Declarant hereby amends the Condominium Declaration as follows:

- **Declaration, Article VIII, Leases and Conveyances, paragraph 4, page 16:** to delete the second paragraph of Paragraph 4, Article VIII and replace with the following provision:

“ A Residential Unit Owner may lease his entire Unit, or part thereof, up to five (5) bedrooms and not to exceed ten (10) occupants. A Residential Unit Owner must be licensed by the City of New Orleans to participate in Commercial Short Term Rental of his Unit, and shall remain compliant with all such City, Parish and/or State laws governing Commercial Short Term Rentals in Orleans Parish. A licensed Residential Unit Owner may lease his Unit for one (1) year from the issuance of the license; however, no single lease or booking of the Unit shall be less than thirty (30) days.”

- **Declaration, Article XVIII, Mortgagee Protection, paragraph 3, page 29:** to delete Paragraph 3 of Article XVIII and replace with the following provision:


“3. **Tacit Consent.** Provided that the Association shall have given written notice, by certified mail, return receipt requested, to a Mortgagee entitled to notice of an action requiring its consent, that Mortgagee shall be deemed to have consented to such action unless the Association shall have received a response from the Mortgagee to the Association’s written notice within sixty (60) days after the date the Association's notice was deposited in the United States mail, postage prepaid.”

In all other respects the Declaration remains unchanged and in full force and effect except as amended, modified and restated herein.

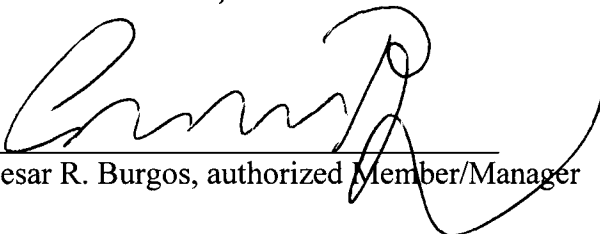
THUS DONE AND PASSED in New Orleans, Louisiana, on the date indicated above in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

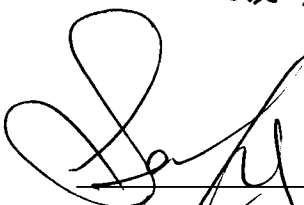
Union Street Condos, LLC




Dan Ivory

By: 

Cesar R. Burgos, authorized Member/Manager



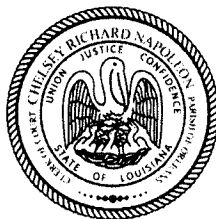
Stephanie A.



NOTARY PUBLIC

ROBERT J. DAIGRE
Notary Public
LA Bar #23016
MY COMMISSION IS FOR LIFE

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-24934

Recording Date: 6/9/2021 09:07:43 AM

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Addtl Titles Doc Types:

Conveyance Instrument Number: 694522

Filed by: CRESCENT TITLE LLC
3224 N TURNBULL

METAIRIE, LA 70002

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SHOULD BE RETAINED WITH ANY COPIES.**