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**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ALGIERS RIVERPOINT SUBDIVISION, A RESIDENTIAL COMMUNITY
KNOWN AS ALGIERS RIVERPOINT**

STATE OF LOUISIANA

PARISH OF ORLEANS

Be it known that on this 19th day of August, 2020,

BEFORE ME, Nathen Chiantella, Notary Public, personally came and appeared;

**ALGIERS RIVERPOINT HOMEOWNER'S ASSOCIATION,
A Louisiana Non-Profit Corporation (the "Association")**

herein represented by Cara Benson, its President, authorized pursuant to the By-Laws of the Association, who after being duly sworn, declared that:

WITNESSETH:

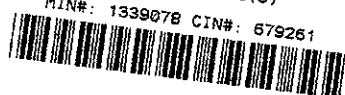
WHEREAS, the Association entered into that certain Declaration of Covenants and Restrictions for Algiers Riverpoint Subdivision, a Residential Community known as Algiers Riverpoint (the "Original Declaration(s)"), dated March 1, 2001 and recorded 2001-09904 MR-7 to provide for the preservation of the values and amenities in Algiers Riverpoint and for the maintenance of Common Areas.

WHEREAS, the Association now desires to amend and restate the Original Declarations as provided herein (the "Declaration" or "Declarations") as follows:

WHEREAS, the Association desires to provide for the preservation of the values and amenities in Algiers Riverpoint and for the maintenance of Common Areas and, to this end, desire to subject the real property described herein together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner, hereinafter defined, thereof; and

WHEREAS, the Association has deemed it desirable for the said efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has incorporated under the laws of the State of Louisiana, as a non-profit corporation, the ALGIERS RIVERPOINT HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2020-32537 09/10/2020 03:48:33 PM
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MIN#: 1339078 CIN#: 679261


NOW THEREFORE, the Association hereby declares that all of the property described herein, shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of The Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of The Properties and shall run with the land.

ARTICLE I DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

- 1.1 **“Annual Assessment Fee”**: Assessment levied for the exclusive use for the maintenance of the Common Areas, promoting the recreation, health, safety and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, to correct any and all violations that affect the health, safety or welfare of a Member, and for repairs of those items provided in Section 4.2.
- 1.2 **“Association”**: Shall mean and refer to the ALGIERS RIVERPOINT HOMEOWNERS ASSOCIATION, INC.
- 1.2 **“Board” or “Board of Directors”**: Shall mean those Members elected at the annual meeting to serve as the governing board for the Association in accordance with the By-Laws.
- 1.3 **“By-Laws”**: The By-Laws of Algiers Riverpoint Homeowners Association, Inc. dated the 22nd day of February, 2001 when and as adopted by the Board of Directors of the Association, and as amended from time to time, attached hereto as Exhibit A.
- 1.4 **“Common Areas”**: Shall mean and refer to those areas of land shown on the recorded subdivision of The Properties and intended to be devoted to the common use and enjoyment of the Owners of Algiers Riverpoint including but not limited to parks, park components, perimeter fencing, and community servitudes.
- 1.5 **“Declarant”**: Algiers Riverpoint Homeowner’s Association, Inc., a Louisiana Non-Profit Corporation, also referred to as the Association.
- 1.6 **Intentionally deleted.**
- 1.7 **“Lot”**: Shall mean and refer to any individual lot shown upon the Subdivision, hereinafter defined, of The Properties with the exception of those lots defined as Common Areas.
- 1.8 **“Master Plan”**: The land use plan for the development of Algiers Riverpoint Subdivision and approved by the City Planning Commission for the City of New Orleans, Parish of Orleans, State of Louisiana, as it may be amended from time to time, which plan includes the property described in Article II.
- 1.9 **“Member(s)”**: Shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof. Each Member that is current on all dues, has no outstanding penalties or fees, and has no existing violations is considered a “Member in Good

Standing”.

1.10 “Owner(s)”: Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

1.11 “The Properties”: Shall mean and refer to all such existing properties as are subject to this Declaration under the provisions of Article II, hereof.

1.12 “Special Assessments”: Assessments applicable for a given year for the purpose of defraying the cost of reconstruction or unexpected repairs or replacement or additional improvements approved by Members.

1.13 “Specific Assessments”: Costs incurred in bringing a specific Lot into compliance with the terms of this Declaration.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Existing Property.

EIGHTY-FOUR (84) CERTAIN LOTS OF GROUND, together with all of the improvements thereon and all of the servitudes, rights and appurtenances thereunto belonging, situated in the State of Louisiana, Parish of Orleans, in the fifth Municipal District of the City of New Orleans, in that part now known as Algiers Riverpoint, as delineated on a plan of resubdivision by Gilbert, Kelly and Couturie’, Inc., Survey and Engineering dated November 21, 2000, approved by the City Planning Commission of the City of New Orleans on January 23, 2001 under S/D No. 137/00, and recorded May 11, 2001 in the conveyance records of the Parish of Orleans, State of Louisiana as CIN 216766 (the “Subdivision”). According to which plan, said lots are designated as follows: Square AR-1, Lots 1 – 27; Square AR-4, Lots 29 – 51; Square AR-2, Lots 62-83 Square AR-3 Lots 52-61; and Lot Y. See Exhibit “B”.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Membership. Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the **ALGIERS RIVERPOINT HOMEOWNERS ASSOCIATION, INC.**, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

There shall be only one Member per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such Membership, subject to reasonable Board regulation and all such co-owners shall be jointly, severally and *in solido* obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by a duly authorized agent designated in a written instrument provided to the Secretary of the Association, which the Association may rely upon without further question or liability. Only a Member in Good Standing shall be eligible to vote on any matter. A Member that is not in good standing is suspended from voting activities until such time the Member is placed back in good standing. Any vote requiring a percentage, majority or quorum of Members

shall be based on Members in Good Standing.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessment. Each Owner by acceptance of ownership, whether or not expressed in the conveyance instrument shall be "deemed" to have covenanted and agreed to pay the Association; (1) Annual Assessment Fee; (2) Special Assessment for capital improvements, (3) Specific Assessments for bringing any Lot in compliance with this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon, repair, replacement, improvements and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. Said purpose may include the costs related to the maintenance and upkeep of the streets, Common Areas and any security provided for the subdivision including all perimeter fences, gates, and operating mechanisms to maintain working order.

The Association shall be responsible for the maintenance of the private streets, the lighting of the private streets, Common Area landscaping, perimeter fencing, and gates. The assessments levied by the Association shall include, but not be limited to, the maintenance of the streets and street lighting, maintenance of landscaping, perimeter fencing, gates, and insurance as stated herein. The assessments levied by the Association may include the salaries for security guards if utilized by the Association. Notwithstanding the above, the Association may also utilize assessments to correct violations of Members that create a safety, health or welfare concern to other Members, with the amount of said corrective measure to be immediately billed and paid by the violating Member.

4.3 Annual Assessment Fee. An Annual Assessment Fee will be required of each Owner. For existing Owners, the Annual Assessment Fee for that year shall be due on or before March 1 of each year and will be billed to each - Owner by January 15 of each year.

4.4 Special Assessments for Capital Improvements. In addition to the Annual Assessment Fee authorized by Section 4.2 and 4.3 hereof, the Association may levy in an assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Member in Good Standing who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and set forth the purpose of the meeting.

4.5 Change in Annual Assessment Fee. At least forty-five (45) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated expenses for Common Areas ("Common Expenses") during the coming year. Annual Assessment Fees shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses.

4.6 Date of Commencement of Annual Assessments. The Annual Assessment Fee provided for herein shall coincide with the fiscal year, beginning on the 1st day of January and ending on the 31st day of December, as fixed by the Board of Directors of the Association to be the date of commencement. The Board may approve another fiscal calendar or date of commencement due to unforeseen circumstances.

4.7 Effect of Non-Payment of Assessments. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid within thirty (30) days of the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve and one-half percent (12.5%) per annum, compounded monthly. The Association may bring an action - against the Owner personally obligated to pay the same or to foreclose upon the lien, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, reasonable attorney's fees.

4.8 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages previously placed upon the Lot subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Notwithstanding the above, a lien filed by the Association against a Member for the non-payment of an assessment shall not be subordinate or inferior to any subsequently filed mortgage, judgment or lien against the Lot.

4.9 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot to cover cost incurred in bringing any said Lot into compliance with the terms of the Declaration, provided, the Board shall give the Owner thirty (30) days prior notice and an opportunity for a hearing pursuant to the By-Laws, before levying any Specific Assessment. Any unpaid Specific Assessment shall bear the same penalty as stated in Article 4.8 herein. Notwithstanding the above notice requirement, when the non-compliant issue affects the health, safety or welfare of a Member, only 24 hour notice is required to be sent to the address on file prior to corrective measures being taken by the Association. Any funds expended by the Association to correct a non-compliance issue to protect the health, safety and welfare of Members, shall not impede the ability of the Association to collect the Specific Assessment from the Member.

ARTICLE V

SECURITY AND INDEMNIFICATION AND INSURANCE

5.1 Security. The Association may, but shall not be obligated to, maintain or support certain activities within The Properties to make The Properties safer than they otherwise might be. The Association, Board of Directors and Committee Members shall not, in any way, be considered an insurer or guarantor of security within The Properties, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to The Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committee Members, are not insurers and that each person using The Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.2 Indemnification. The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages and expenses, including fees, reasonable incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except those actions or inactions that are the result of negligence or non-compliance with the By-Laws of the Association or these Declaration.

The officers, directors, and committee Members, past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, nor reasonably believed such conduct to be unlawful.

The officers, directors and committee members, past and present, shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee Member from any and all liability to others on account of any such contract, commitment or action. No Board Member may take any action whatsoever on behalf of the Association without Board approval.

5.3 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect adequate insurance to cover the following:

Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assumed responsibility for maintenance, repair or replacement in the event of casualty. All policies shall have sufficient limits to cover replacement costs of the insured improvements.

Commercial general liability insurance on the Common, insuring the Association and its Members from damage or injury caused by the negligence of the Board of Directors, or any of its Members, employees, agents, or contractors while acting on its behalf. The policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Association shall be named an additional insured on all policies.

5.4 Annual Review. The Association shall, on an annual basis, review the sufficiency of insurance coverage.

5.5 Premiums. Premiums for all insurance on the Common Areas shall be Common Expenses and shall be included in the Annual Assessment Fee.

ARTICLE VI DESIGN AND CONSTRUCTION PROCEDURE FOR SUBMITTAL

6.1 General. The Design and Construction Guideline and procedures, hereinafter referred to as Design Guidelines, shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide property owners and architects with a set of parameters for the preparation of their plans and specifications, submittal procedures for review and approval of plans and construction procedures. All new construction or improvements to properties within the subdivision shall be reviewed by the Architectural Review Committee (defined below in Section 6.2) and approved by the Board prior to obtaining a Building Permit from Orleans Parish or any work commencing on the Lot.

Prior to and subsequent to the commencement of construction, the Owner shall be responsible for keeping the Lot clean of debris and the grass cut to a height of not more than twelve (12) inches. In the event Owner fails to properly maintain the Lot, then in accordance with the terms of Section 8.1 and 4.10 of this agreement the Association may pay to have the situation corrected, bill the Owner, and levy a specific assessment against the Owner and Lot for the cost.

6.2 Architectural Review Committee. Administration of the Design Guidelines and review of all applications for construction, additions, and or modifications shall be performed by an Architectural Review Committee, hereinafter referred to as ARC. The ARC operates in accordance with the By-Laws and this Declaration. The ARC shall have a minimum of three (3) members, appointed by the Board of the Association and need not be a Member of the Association. The ARC shall be held harmless and indemnified by the Association from and against claims, damages, losses and /or expenses of others, including but not limited to attorney's - fees, which may arise as a result of the administration of the Design Guidelines. The ARC may make reasonable exceptions to the Design Guidelines on a Lot. Following the review by the ARC, a preliminary decision shall be provided to the Board for comment. The Board shall limit comment on the ARC preliminary decision unless a clearly erroneous interpretation by the ARC exists that is not in conformity with the Declaration.

It is the function of the ARC to ensure the character and appearance of the subdivision is enhanced through the administration of design guidelines, thereby establishing standards within the subdivision, assisting all Owners in maintaining property values through cohesive architectural styles and historic appearance.

6.3 Requirements and Process for Review. Each applicant shall be required to complete and submit an "Application for Review" form to be furnished by the ARC, which shall contain basic information for the review process, together with two (2) complete sets of plans and specification. No work shall commence without the written approval of the ARC. All copy costs shall be assessed to the Owner.

6.4 Submittal Plans. The application, with attachments, shall be submitted to the ARC c/o the Association at the registered office according to the Secretary of State or such other place as the Association may indicate, or via electronic communication as may be directed. The plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size materials and location of all proposed structures and improvements to the Lot. A response of Approved, Approved as Noted, or Disapproved will be provided within twenty (20) calendar days of receipt by the ARC to the Board who will provide comments at the next scheduled Board meeting. An owner may petition the Board for a special meeting to review the ARC recommendations.

6.5 Requirements. The plans and specifications shall include the following:

- a. Site Plan. A Site Plan, with minimum scale of 1" = 20'-0", indicating the location of all existing trees which the applicant proposes to remove; the location of the proposed residential structure and other structures. Setback lines, retaining wall, fences, pools, patios, driveways, landscaping and irrigation systems, drainage and any other proposed, exterior improvements shall be clearly indicated.
- b. Foundation Plan. The Foundation Plan and detail sheet, drawn in accordance with all laws and regulatory requirements having jurisdiction.
- c. Floor Plan. The Floor Plan(s), with a minimum scale of ¼" = 1'-0", indicating porches, decks, patios, stoops, retaining walls related to the dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. In case of the dwelling with multiple floors or levels, the Floor Plan shall indicate those areas which are open to the Second Floor or interior roof line.
- d. Exterior Plan. The Front, Rear, and Side Exterior Elevations indicating building materials, finishes, openings such as doors and windows, and indicating the maximum height of the dwelling.
- e. Roof Plan. The Roof Plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other proposed items such as gutters and downpipe locations.
- f. Landscaping Plan. The grass, bedding plants, bushes and trees shown in site plan view, accompanied by a key indicating the grass, plant and tree species, and sizes where applicable.
- g. Miscellaneous. The exterior color scheme, lighting scheme and other details such as brick, stone or metal affecting the exterior appearance of the proposed dwelling and other structures.
- h. Physical or Illustrative examples. Any helpful representation which would assist the ARC in making a more fully informed decision. Including, but not limited to, color swatches, sample materials, drawings and/or photographs. Photographs depicting the desired outcome of construction, additions or changes are encouraged.
- i. Proof of compliance with those items as shown in Article 8.3.
- j. Proof of Funds as further detailed in Article 6.11.

6.6 Time for Approval. Each application shall be date recorded upon receipt by the ARC, and shall be reviewed and approved or disapproved with written indications of required modifications within twenty (20) calendar days from the date of receipt by the ARC. In the event of disapproval and resubmission, the ARC, shall require an additional ten (10) calendar days, from the date of each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC may consider the quality of workmanship and

design, harmony of external design with existing structures, and location in relation to surrounding or adjacent structures, topography, and finish grade elevation, among other issues.

6.7 Variances. Variances may be considered with circumstances such as topography, natural obstructions, hardship, aesthetic or any unique circumstance exist. Request for variances must be in writing and state the reason for variance requested with the Owner's name, address and/or Lot number. Any request for variance shall cause the ten (10) day review period to run anew from the date of the variance request. The ARC shall have authority to review any request for variance, and subsequently make a recommendation to the Board, who may approve or disapprove the request. The decision of the Board is final.

6.8 Right to Enter and Inspect. Following approval of any application, plans and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any Lot, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specification. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work on site which does not comply with approved plans and specifications.

6.9 Builders (Contractors). Only licensed general contractors/builders approved by the ARC shall be allowed to build homes in Algiers Riverpoint.

6.10 Limitation of Liability. The approval of plans, specifications and the Design Guidelines shall not be construed as representing or implying that such plans, specifications, or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Association or the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be construed in compliance with any and all applicable State, Parish, City and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

6.11 Proof of Funding. Proof of funding for the full construction contract must be provided in order to receive approval to begin construction. In lieu of proof of funding, a performance bond, naming the Association as a covered entity may be provided at Board discretion based on requirements to be set forth by the Board upon request.

ARTICLE VII DESIGN AND CONSTRUCTION GUIDELINES

7.1 Development Concept and Basic Building Restrictions. Algiers Riverpoint is a planned community development. In establishing the design parameters for this subdivision, Algiers Riverpoint borrowed heavily from the traditions of historic Algiers Point architecture. All of the homes in the development will enjoy modern building techniques and floor plan designs alongside the beauty and benefits of these traditional 19th and early 20th century architectural

styles.

The architecture and design of the subdivision will be reflective of the history of Algiers Point. The exterior elevation of the homes shall follow traditional design styles utilizing one of the traditional designs from the 19th and early 20th century, i.e. Greek Revival, Victorian, Creole and American Cottages, and East Lake Double Gallery.

Algiers Riverpoint envisions architecture of a specific style and all homes to be constructed within the subdivision will be of high quality. Adherence to Algiers Riverpoint's style and quality goals is to some degree an objective process. It is important that prospective Owners understand these goals and the limitations they place on the design of their homes.

Some restrictions established and/or to be established shall be specific to individual Lots, controlling both the style of home and the location of the home and driveway on the Lot. The ARC and the Board are charged with the responsibility of seeing that the character and appearance of the subdivision is enhanced through the construction of homes within Algiers Riverpoint.

Administration of the Subdivision Design Guidelines shall be handled by the ARC and forwarded to the Board with their recommendation for final decision by the Board.

7.2 General. The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each Lot and the construction of the residential dwelling and other structures and improvements. As each perspective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:

7.3 Restrictions of Use of Lots. Each Lot, or combination of Lots, shall be used for residential purposes only, and no trade or business of any kind, including home occupation as defined by the Comprehensive Zoning Ordinance for the City of New Orleans, may be carried on therein. No more than two (2) dwellings shall be located on any Lot, or combination of Lots. The use of a portion of a dwelling as an office by an owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic.

7.4 Minimum Area Requirement. The minimum area requirements for residential structure shall be eighteen hundred and fifty (1,850) square feet of living area. The determinations of "living area" shall include open porches, screened porches, or porches with removable storm windows.

7.5 Site Setbacks. Side and rear setbacks shall be in compliance and in accordance with the Comprehensive Zoning Ordinance for the City of New Orleans. In addition, front setbacks shall be standard twenty (20) feet throughout the subdivision.

7.6 Maximum Height Restriction. All residential structures shall be limited to thirty-eight (38') feet in height, measured from the first floor finish elevation to the highest peak or ridge of the roof.

7.7 Minimum Ceiling Height. The minimum floor to ceiling height shall not be less than nine (9') feet in height, measured from finished floor to finished ceiling.

7.8 Landscaping. Common Area landscaping installation and maintenance shall be the responsibility of the Association. Lot and home landscaping installation and maintenance is a requirement of the Association. For Owners and homebuilders, all landscaping shall be completed within thirty (30) days of obtaining a Certificate of Occupancy or will be in violation. Sodding of all yard area, not including plant bedding areas, is required. Homebuilders shall install and Owners shall maintain all components of landscaping in accordance with the landscape plan submitted to and approved by the ARC and the Board. Violations will result in notice defining items not in compliance. The Owner or homebuilder shall have ten (10) business days to correct items not in compliance, or The Association may take the necessary action to correct the violation. These actions may include charging the Owner for the work done to correct the violation.

7.9 Trees. Landscape plans for all new, proposed plant materials, walkways and other site features shall be reviewed for approval and shall include a minimum of one (1) four (4") inch diameter, new shade tree, indigenous to the area, to be installed within the setback between the front elevation of the house and the sidewalk. Removal of trees requires approval of the ARC.

7.10 Fences. All fences shall be in conformity to and in compliance with the Comprehensive Zoning Ordinances for the City of New Orleans. All perimeter fencing, defined as fencing facing Atlantic, Eliza, Patterson and Thayer Streets, is considered common fencing and shall be maintained by the Association in regard to appearance and function. All fencing, with the exception of that specifically designated as Common Area fencing, is to be considered property of the homeowner and shall be maintained by the homeowner in regards to its appearance and function.

Fences shall conform to the architectural style of the dwelling. Wrought iron, ornamental iron, or powder coated galvanized steel are preferred types. Fence styles include, but are not limited to: traditional spear pointed picket, non-protruding picket, flat-top picket, looped or double looped picket, and stagger picket, all in either a two rail or three rail designs. Ornamental fittings and finials are allowed. See Exhibit "C". Pilasters separating sections of fencing are acceptable when constructed of brick, stucco, tailored stone masonry or plastered concrete block. No chain link, hurricane, page fencing, wood, prefab brick, or split rail fencing shall be allowed.

Fences shall not exceed seven (7') feet in height.

All fence installations shall be subject to the review and approval of the ARC. No fence shall be erected on any drainage servitudes without approval of the ARC.

7.11 Detached Structures. Gazebos and other detached or outlying structures shall be built with the same quality materials and construction of the dwelling and shall be located at the rear or side portion of the Lot. No metal building shall be allowed. No detached structure, outbuilding, shed, greenhouses, etc. shall be erected on any drainage servitude.

7.12 Driveways. Driveways or other areas on the Lot used for vehicular traffic shall be paved concrete or similar approved hard-paved surface, extending from the edge of the street. Some accent detailing is recommended. Off-street parking shall be provided for a minimum of two (2) vehicles, excluding garage parking.

7.13 Sidewalks and Walkways. There shall be sidewalks throughout the subdivision. The responsibility for the installation of the sidewalks shall be by the Owner, and shall be completed

contemporaneously with the completion of the construction of Owner's improvements. Home entry walkways are required of every completed home throughout the subdivision, beginning at the entrance steps of the home and ending at the carport, driveway or the curb, whichever is applicable. All walkways shall be paved concrete, brick, slate or similar approved hard-paved surface and shall be a minimum of four feet (4') in width. All sidewalks and walkways shall be subject to review and approval by the ARC.

7.14 Drainage. Drainage requirements for all properties shall generally flow from the rear of the property to the front of the property. All drainage requirements shall be in conformity and in compliance with the City of New Orleans Building Code and any other code requirements as required by the City, Parish, State, or Federal government.

7.15 Utilities. Utilities shall be placed underground from the service connection to the dwelling or other structure, in accordance with utility company requirements. No aerial lines shall be allowed.

7.16 Outside Fixtures. Air conditioner units, fuel tanks, wood piles for fireplaces, satellite dishes, antennas, dog runs, clothes lines, utility meters, detached greenhouses and trash or garbage storage areas, etc., when permitted, shall be screened from view from the street architecturally or by appropriate landscaping. Window units for heating, ventilating or air conditioning are prohibited in the main dwelling.

7.17 Elevation. All homes will be raised a minimum of twenty-four (24") inches from the finished Lot grade. Either slab on grade or pier construction is acceptable. The Association recommends all Owners procure an elevation certificate for their own records.

7.18 Front Porches. All homes within the subdivision are required to have some form of front porch. Porches shall be a minimum of two-thirds (2/3) of the overall width of the front elevation and a minimum of five (5) feet in depth.

7.19 Swimming Pools and Spas. All swimming pool plans must be submitted to the ARC for review and approval prior to commencement of construction. Swimming pools shall be permitted in the rear or side yards only and shall be fenced in accordance with all laws and regulatory requirements having jurisdiction. Further, no part of the complete installation, excluding decks, shall be constructed nearer than three (3') feet to either side Lot line; nearer than forty (40') feet to the front Lot line; or nearer than three (3') feet to the rear Lot line. The finished topside or surface deck shall not be constructed higher than the first floor finish elevation of the dwelling. All equipment, pumps and piping shall not be placed or maintained higher than five (5') feet above site grade and shall be appropriately screened with approved landscaping or fencing. Above ground pools are specifically prohibited. Hot tubs, Jacuzzi, or spas that are not connected to the main pool shall not be allowed unless completely screened from street view by approved landscaping or fencing.

7.20 Dwelling Colors. Traditional colors found in historic Algiers Point shall serve as inspiration for color selections in the neighborhood. Home colors shall be compatible with the general appearance of the neighborhood and other colors on the dwelling. Brightly clashing colors shall not be permitted unless compatibility with the existing neighborhood can be clearly demonstrated. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation on the property.

7.21 Roofs and Design Proportions. The massing and proportions of the building elements

should be logical, with the roof design reflecting the configurations of interior spaces. The roof shall not be continuous from one-story portion in the front of the dwelling to a two-story portion in the rear of the dwelling. Two-story portions of the dwelling should read as distinct elements from the one-story portions.

The minimum pitch of the roof shall not be less than 6" vertical for each 12" horizontally. Hipped and gable roofs are preferred.

Skylights, flues, and chimneys shall be located on the rear or side of the dwelling only. All flues for fireplaces shall be enclosed with materials which relate to the primary exterior finishes used on the dwelling.

All gutters and downpipes shall have color finish compatible with exterior finishes, preferably to match trim paint color. Clashing accent colors shall not be permitted.

Any use of metal roofing must be reviewed and approved by the ARC. Medium or dark gray or earth tones are recommended for roof shingle colors.

7.22 Garages. No garages or carports are allowed within twenty feet (20') of the front elevation of the homes.

7.23 Mailboxes. Consistent with the compatibility of the subdivision there will be one design of mailboxes throughout the subdivision. The ARC will choose and approve the design of the mailbox. Builders shall include the installation and painting of the mailbox with the completion of the home. Concrete mailbox pads shall be recessed twelve (12") inches from the rear edge of the curb, placed in such a manner that the face of the mailbox does not extend beyond the curb. Please see Exhibit "D" for photographic example and installation dimensions.

7.24 Exterior Wall Finishes. The exterior walls of the homes shall be constructed of painted siding, painted brick and may be accented with painted stucco. In the case of siding, wood, "Hardi-Plank" or other cementitious products similar in appearance are acceptable. Vinyl, aluminum or plastic siding, is not an acceptable exterior finish on either on walls, window trim, or porch ceilings. Vinyl may be used in instances of curvilinear trimwork where a rubber, fypon, masonite, or wood is not readily available.

7.25 Doors and Windows. All doors and windows in the front elevation shall conform to the architectural style of the house. Period style front doors are recommended. Doors modern in appearance or lacking in architectural merit are prohibited. Vinyl windows are acceptable.

7.26 Exterior and Front Porch Lighting. Traditional gas period lighting shall be required on the front porch of the home. Period-style lighting shall be used elsewhere. Additional recessed lighting is acceptable.

7.27 Shutters. All shutters installed on the front elevation of the homes shall be operable.

7.28 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or plastic animal decorations shall be permitted on the exterior of any property. Exterior sculpture and fountains greater than four (4') feet in height to be installed on the front elevation of the home must be approved in advance by the ARC.

7.29 Energy Conservation Equipment. Solar energy collector panels, attendant hardware and other energy conservation equipment shall be not constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined by the ARC and approved by the Board. In no event shall any components be installed on the front elevation of the home, and shall be limited to side and rear elevations only.

7.30 Changes to the Exterior. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling or any fence located on the Lot, must be approved by the ARC.

7.31 Exterior Security Devices. No exterior security devices, including without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device. Security cameras are permitted.

7.32 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blind, shades, or any other purpose. The side of all window treatments which can be seen at any time from outside of any structure must be beige or white.

7.33 Antennas. Unless screened and located to provide minimum visual impact on neighboring properties and streets, no exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon the front elevation of any Lot, without the express, written approval of the Board upon receipt of recommendation from ARC.

7.34 Flagpoles and Flags. No permanent flagpoles are allowed in the subdivision. Notwithstanding the above, a non-permanent exterior wall style mount with detachable pole is allowed.

7.35 ADA Compliant Additions. Ramps and elevated pathways shall be built with the same quality materials and construction of the dwelling and receive ARC approval prior to construction of same.

7.36 Notice to Neighboring Lots. When practicable, the ARC shall inform neighboring Owners of impending construction.

ARTICLE VIII CONSTRUCTION REGULATIONS

8.1 General. The Association shall apply these construction regulations upon all property Owners, General Contractors, Builders, Sub-Contractors and other service personnel while in Algiers Riverpoint. The builders, contractors and service personnel shall familiarize themselves and comply with these and all articles of the Covenants and Restrictions as set forth herein. The Association shall enforce these regulations and notification of violation shall be sent to the Owner of the Lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of notification, the involved parties shall have five (5) working days to correct the violation(s) or the Association may take the necessary action to correct the violation. These actions may include charging the property owner for the correction(s) completed; by withholding ARC review or approval until such violations are corrected; or, in certain cases, denying entry to contractors or personnel, thereby preventing

work within the subdivision.

Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, etc. shall be paid for by the responsible party.

Loud radios or noise shall not be allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

8.2 Construction Time. Construction on any Lot must be substantially complete for occupancy by the Owner within one (1) year of the start date of the construction. Construction activities that may disturb adjacent property owners shall be limited to the hours of 7:00 A.M. to 6:00 P.M., Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturdays. Sunday construction is not allowed without express approval from the Board.

8.3 Qualifications. General Contractors and Builders, (the "GCB"), shall be required to have a residential contractor's license issued by the State of Louisiana. If any other licenses are required of the GCB, same shall also be maintained by the GCB. Prior to construction, copies of all licenses and insurance coverage shall be provided to the ARC. Any licenses required by sub-contractors by the State of Louisiana or Parish of Orleans shall also be required. The Owner shall be required to provide proof of funds needed to complete the construction of the home within the time specified in 8.2. At the sole discretion of the Board, upon recommendation of the ARC, any builder may be denied the opportunity to build homes in Algiers Riverpoint.

8.4 Trash Hauling. Each GCB shall be required to provide a trash/refuse receptacle on each construction site and keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials, shall be removed daily. All debris stockpiled for removal shall be located at the rear of the Lot or dwelling. Stockpiling of trash or any material on adjacent Lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by the Association and/or the ARC, to clean up the site within one (1) working day. If after the one (1) day period the site has not been cleaned, the Association shall have the option of removing the debris and charging the property owner accordingly.

8.5 Erosion Control. Mud/silt/debris-free street and property erosion control are the responsibility of the GCB. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris. Elimination of the vehicles tracking mud throughout the subdivision shall be controlled by the GCB. This regulation will be strictly enforced.

8.6 Facilities. Each GCB shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the GCB and shall be located out of the right of way, and sanitized at least weekly. The GCB shall provide adequate facilities for workers on each individual site.

8.7 Vehicles. The GCB, Sub-Contractors and other service personnel shall make every effort to limit parking to the street front of the construction site. The GCB, Sub-Contractors, and suppliers shall avoid blockage of the streets and limit the duration of any necessary blockage to a minimum. No vehicles (cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the GCB or operator to provide clean-up. Clean-up performed by the Association, shall be charged to the Owner and GCB. Any spills must be reported to the Association as soon as possible.

8.8 Business Signs. Business signs or other forms of advertisement are only permitted during actual construction, and are limited to six (6) square feet maximum area and six (6) feet in height. Building permits shall be posted as required and protected from the elements. No sign or permits shall be attached to trees.

8.9 Curative Work. Any damage to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, Common Areas, adjacent Lots, etc., shall be corrected by the Owner. In the event damage is not corrected by the Owner, it shall be remedied by the Association and penalties assessed to the Owner with full lien rights provided to the Association.

8.10 Penalties. Upon receipt of notification, the involved parties shall have five (5) working days to correct the violation(s). This shall be known as the "grace period". Any violation of the construction regulations continuing past the grace period will result in a fine of One Hundred Dollars (\$100.00) per day per violation for the first five (5) days and Five Hundred Dollars (\$500.00) for every day thereafter until such violation is remedied to the satisfaction of the Board. Failure to pay fines imposed upon the property shall result in a lien for the amount of the penalty, including interest at (12.5%) percent per annum, compounded monthly, and reasonable attorney's fees, placed upon the Lot, the Owner and the GCB individually. The Association may bring an action at law against the GCB personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, reasonable attorney's fees in preparing the lien, or complaint and representing the Association in any action. Notwithstanding the above, any penalties incurred by the GCB shall be assessed to and the responsibility of the Owner.

ARTICLE IX GENERAL RESTRICTIONS

9.1 Vehicles. At no time shall any vehicle of any kind be parked on any surface other than in a designated car parking area such as a garage, carport, or driveway or on the street. Parking on grassy areas or yards is specifically prohibited. Permanent parking is defined as "parked without moving for two weeks or more" and is specifically prohibited. No commercial vehicles shall be allowed to be parked in the subdivision. The established speed limit within the subdivision is FIFTEEN (15) miles per hour for all vehicles.

9.2 Recreational Vehicles. For purposes of this section, a Recreational Vehicle shall include those vehicles that are not passenger vehicles for the purpose of everyday use including, but not limited to boats, campers, and trailers. Recreational Vehicles shall be kept on the rear half of the Lot or in an enclosed garage and at all such items shall not be visible from the street and screened by approved fencing and/or landscaping. In rare instances, a Recreational Vehicle may be parked in the driveway for a period not to exceed 48 hours as long as the sidewalk is not blocked.

9.3 Excavation. No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth, except as to those Lots as provided for herein.

9.4 Water and Sewerage. No private water wells may be drilled, installed or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

9.5 Farming and Animals. No commercial farming, fishing, gardening or the raising of animals for commercial purposes shall be allowed. Ordinary household pets shall be allowed, however, pets shall be under leash at all times when walked or exercised in areas other than the owners Lot. Pet owners shall be responsible for their pets and shall cleanup after their pets on any Common Area or Lot.

9.6 Signs. Temporary real estate signs and one temporary contractor's sign not exceeding 24" x 36", each, may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign or contractor's sign shall be removed promptly following the sale of the property or completion of construction.

9.7 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any Lot or on any Common Area at any time.

9.8 Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot or within any dwelling which may become an annoyance or nuisance to the neighborhood. Determination of what is a noxious activity is made at the sole discretion of the Board.

9.9 Trash Receptacle and Pick-Up. No trash/recycle receptacles or containers may be placed in front of the property for pick-up (whether provided by the city or private disposal company) prior to 4pm of the day prior to the pick-up. Once the pick-up has been completed, the receptacles shall be removed as soon as possible.

ARTICLE X RENTALS

10.1 Short Term Rentals. Short Term Rentals are prohibited. All rentals shall be for a period of not less than thirty days.

10.2 Non-Owner Occupied Properties. The Owner of each Lot shall be responsible for all actions of the tenant and guests of tenants, whether known or unknown to the Owner. Any and all penalties imposed against the Lot or Owner, whether or not Owner occupies the premises, is the responsibility of the Owner.

ARTICLE XI GENERAL PROVISIONS

11.1 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty-five (35) years from the date this Declaration is recorded. After this time, said covenants and restrictions shall be automatically extended for

successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change the duration or amend the Declaration, or unless written notice of the proposed agreement is sent to every Owner at last ninety (90) days in advance of any action taken.

11.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when via postage paid, first class mail to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing. Electronic mail or facsimile is also acceptable, when allowed by law. It is the responsibility of the Member or Owner to keep information current with the Association.

11.3 Enforcement. Either the Association, through its Board of Directors, or any Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law or in equity, including the assessment of fines and penalties, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain any violation or to recover damages, including, but not limited to property value, attorney fees and costs, and against the land to enforce any covenant or restriction herein contained, and the failure to do so shall be in no event deemed a waiver of the right to do so thereafter.

11.4 Penalties. Upon receipt of notification of a violation, Lot Owners shall have five (5) working days to correct the violation(s) (the "Grace Period"). Any violation of these Declarations continuing past the Grace Period shall result in a fine of Twenty-five Dollar (\$25.00) per day per violation for the first five (5) days and Fifty Dollars (\$50.00) for every day thereafter until such violation is remedied in accordance with the Declarations. Failure to pay fines imposed upon the Lot shall result in a lien for the amount of the penalty, including interest at (12.5%) percent per annum, compounded monthly, and reasonable fees, placed upon the Lot and Owner, individually. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot. There shall be added to the amount of said fines the costs of preparing and filing the complaint and reasonable attorney's fee.

11.5 Severability. Invalidation of any one of these covenants or restrictions by judgment of a court of law shall in no way affect any other provision which shall remain in full force and effect.

11.6 Amendments. This Declaration may be amended from time to time in accordance with the procedures set forth herein or in accordance with law.

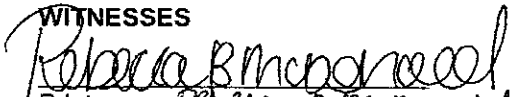
11.7 Grandfathering. Any existing departures from this Declaration or violations that have prescribed in accordance with Louisiana law shall be deemed compliant with this Declaration. Subsequent modifications to non-conforming items shall be handled in accordance with this Declaration unless prohibited by local law and/or ordinance.

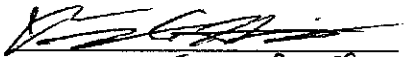
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SIGNATURE PAGE TO AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
ALGIERS RIVERPOINT SUBDIVISION, A RESIDENTIAL COMMUNITY
KNOWN AS ALGIERS RIVERPOINT


Thus done and signed this 19th day of August, 2020.

WITNESSES


Print name: Rebecca B. McDonald


Print name: Timothy C. Hollman

**ALGIERS RIVERPOINT HOMEOWNERS
ASSOCIATION, INC.**

By: 
Cara Benson, President


Notary Public

NATHAN M. CHIANTELLA
Notary Public
State of Louisiana
LSBA # 35450
My Commission Is For Life

EXHIBIT "A" TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR ALGIERS RIVERPOINT SUBDIVISION

AMENDED AND RESTATED
BY-LAWS OF
ALGIERS RIVERPOINT HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

1.1 Unless the context shall clearly indicate some other meaning, all words and terms used in these BY-LAWS which are defined in the Amended and Restated Declaration of Covenants and Restrictions for Algiers Riverpoint Subdivision, recorded in the office of the Clerk for the Parish of New Orleans, State of Louisiana (the "Declaration") shall for all purposes of these BY-LAWS have the respective meanings given them in said Declaration.

ARTICLE II MEMBERS
(OWNERS)

2.1 As provided in the Articles of Incorporation (the "Articles") of the Algiers Riverpoint Homeowner's Association, Inc. (the " Association") each Owner shall be a member of the Association.

2.2 The membership in the Association of each Owner shall automatically terminate when no longer and Owner of a Lot. The Owner's membership in the Association shall automatically be transferred to the new Owner upon the sale or conveyance of a Lot.

2.3 There shall be one person per lot entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owners or one of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board of the Owner or Owners. Any or all such Owners may be present or represented by proxy at any meeting of the Voting Members and (those constituting a group action as they among themselves determine) may vote or take any other action as Voting Member either in person or by proxy, but in no event shall more than one (1) vote be cast with respect to any one Lot.

2.4 Meeting of the Voting Members shall be held at the registered office of the Association or at such other place as may be designated. The presence in person or by proxy at any meeting of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total present at such a meeting.

2.5 Each year there shall be an Annual Meeting of the Voting Members on the second Monday in January, or within thirty (30) days thereafter, and written notice of the date, time and place of each Annual Meeting shall be mailed or delivered to the Voting Members not

less than ten (10) days prior to the date fixed for said meeting.

2.6 Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declarations, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days or, in the case of a meeting called to fill a vacancy on the Board, five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

2.7 Notices of meeting required to be given herein may be delivered personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the address of the lot with respect to such voting right appertains, if no address has been given to the Board.

ARTICLE III BOARD OF DIRECTORS

3.1 The operation, maintenance, repair and administration of the Properties shall be vested in and exercised by a Board of Directors (the "Board") consisting of not less than three (3) nor more than seven (7) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. A Voting Member represents the Owner, whether it is one or more person, trust, or legal entity. There shall be only one representative of an Owner of a Lot elected to the Board for any term or office.

3.2 At the Annual Meeting, the Voting Members shall elect a board to consist of not less than three (3) nor more than seven (7) persons to serve on the Board provided for in the Articles. Subject to such limitations, if any, as may be set forth in the Articles, in all elections for members of the Board, each Voting Member shall be entitled to vote. The candidate(s) who shall receive the highest number of all the votes cast at said meeting or any election for such office(s) shall be declared elected. A majority of the total number of members on the Board shall constitute a quorum at the first Annual Meeting, and at each successive Annual Meeting thereafter, Members of the Board shall be elected for a term of one (1) year. The Voting Members having at least seventy percent (70%) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board Members at any Annual or Special Meeting, provided that such number shall be not less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no

compensation for their services unless expressly authorized by the Board and approved by one hundred percent (100%) of the Voting Members. Any vacancy occurring on the Board as selected by the Voting Members, by death, resignation, or otherwise, shall be filled by election for the unexpired term, at a Special Meeting of the Board to be called upon five (5) days written notice. Should the number of the Board be reduced below three (3), by virtue of death, resignation, and sale of property or otherwise, the remaining Board so elected shall expire on the date of the next Special Meeting called for the purpose of filling vacancies on the Board. Except as otherwise provided in these By-Laws, the Board shall manage the Property and the Board shall act by majority vote of those present at its meeting when a quorum, which is a majority of the Board in person by proxy, exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

3.3 The Board shall elect from among its Members a President who shall preside over both its meeting and those of the Voting Members and who shall be the Chief Executive Officer of the Board, a Vice-President who, in the absence or inability of the President, shall perform the duties and exercise the powers of the President, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional offices as the Board shall see fit to elect. One person may hold any two (2) offices, except the offices of President and Vice President and the offices of President and Secretary.

3.4 Any Board member may be removed from office by the affirmative vote of the Voting Members having at least seventy percent (70%) of the total votes, at any Special Meeting called for the purpose. A Successor to fill the unexpired term of a Board Member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

All agreements, contracts, conveyances, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer, or agent, of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or Vice- President and countersigned by the Secretary. At no time shall any Board member act in an individual capacity.

ARTICLE IV INDEMNIFICATION

4.1 Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged

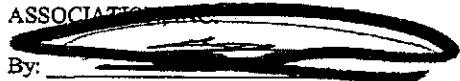
guilty of willful misfeasance or malfeasance in the performance in his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The forgoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director may be entitled.

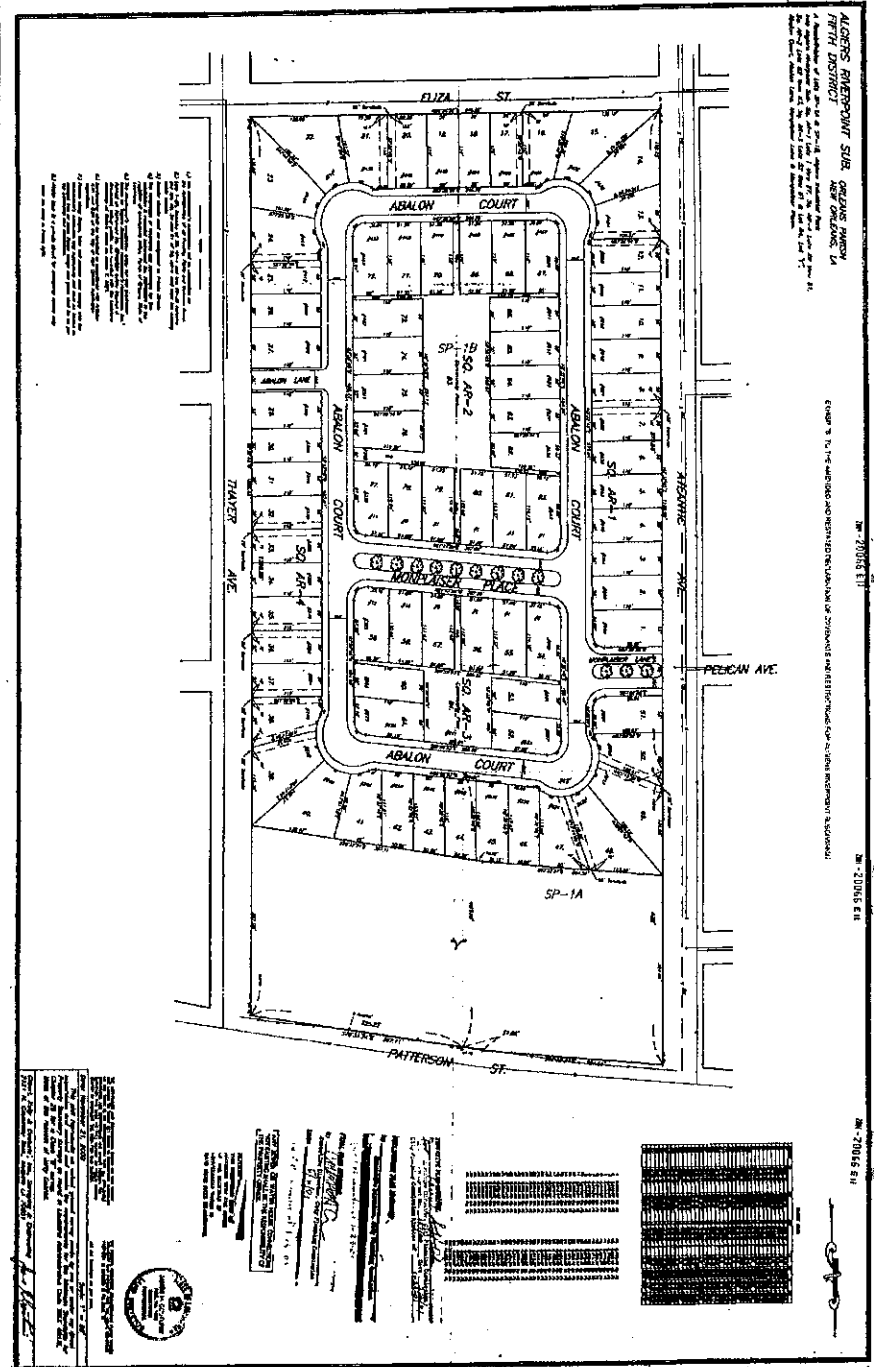
ARTICLE V

In the event of a conflict between the Declarations and the By-Laws, the Declarations shall take precedent.

These Amended and Restated By-Laws were duly adopted at a meeting of the Members of the Association this the 7th of March, 2020.

ALGIERS PRIVERPOINT HOMEBOWNER'S
ASSOCIATION INC

By: 
Larry Perodin
Its: Secretary



ALGIER'S PRECINCT SUB. OUTLINE MAP
 NORTH DISTRICT
 THE CITY OF NEW ORLEANS, LA
 THE CITY ENGINEER'S OFFICE
 150 PINE ST., NEW ORLEANS, LA 70112
 TEL: 504-685-7200 FAX: 504-685-7201
 WWW.NOLA.GOV

EVERY 8' TO 12' AREAS AND NOTED IN YELLOW ARE TO BE REMOVED AND RECONSTRUCTED TO BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

Professional seal and signature block containing the following text:

1/12/20

Professional Engineer

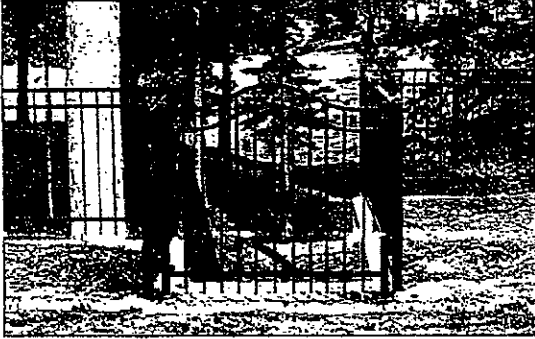
State of Louisiana

Professional Seal

Signature

1/12/20

EXHIBIT "C" TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR ALGIERS RIVERPOINT SUBDIVISION



**THREE RAIL
NON-PROTRUDING
PICKET**



**TRADITIONAL
THREE RAIL
PICKET WITH FINIALS**

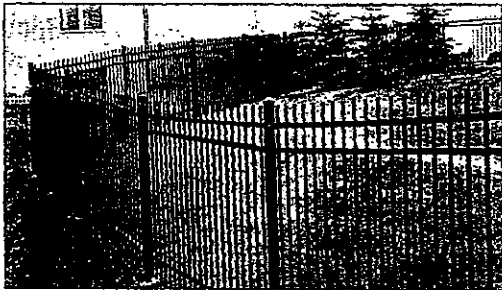


**TWO RAIL
LOOPED PICKET**

2001-09904
THE
ALGIERS RIVERPOINT SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS



**TWO RAIL
SPEAR POINTED
STAGGER PICKET**



**TRADITIONAL
THREE RAIL
FLAT-TOP PICKET**



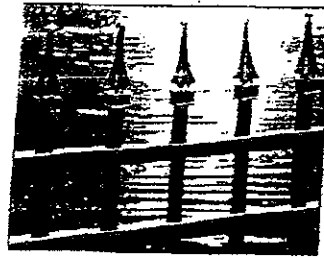
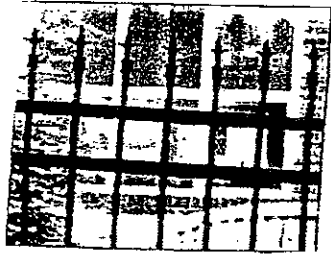
**TRADITIONAL
THREE RAIL
SPEAR POINTED PICKET**

2001-09904 E-7
DIVISION OF
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

EXAMPLES

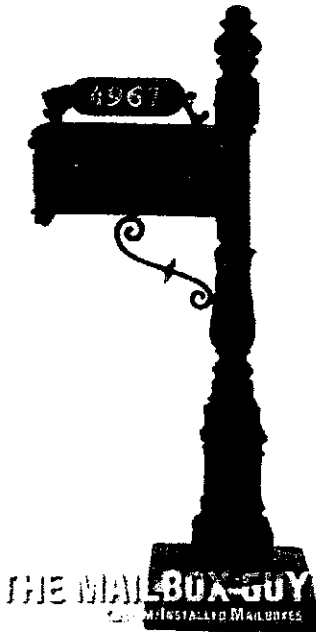


ORNAMENTAL FITTINGS AND FINIALS



2001-09904 E-7
U.S. DEPARTMENT OF
AGRICULTURE
NATIONAL ARCHIVES
AND
RECORDS
ADMINISTRATION

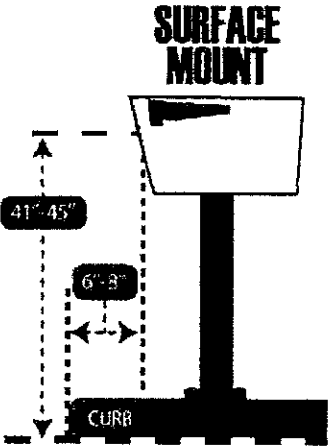
EXHIBIT "D" TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ALGIERS RIVERPOINT SUBDIVISION



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Land Records Division
Telephone (504) 407-0005

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

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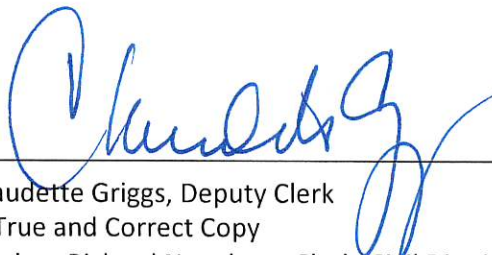
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Conveyance Instrument Number: 679261

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