

EXHIBIT H

**CURRENT 2004 BUDGET
EFFECTIVE JULY 1, 2004**

THE COTTON MILL CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

REVENUES:	MONTHLY	ANNUAL
Assessments	\$60,106.00	\$721,266.00
Late Fees	<u>\$0</u>	<u>\$0</u>
TOTAL REVENUES	<u>\$60,106.00</u>	<u>\$721,266.00</u>
EXPENSES:		
WAGES		
Property Manager	\$1,250.00	\$15,000.00
Maintenance	\$2,000.00	\$24,000.00
Painter	\$ 347.00	\$ 4,160.00
Porter	\$ 340.00	\$ 4,080.00
Assistant Manager	\$1,148.00	\$13,776.00
BENEFITS & OVERHEAD	\$ 961.00	\$11,532.00
Utilities		
Electric - Common Area	\$3,600.00	\$43,200.00
Water & Sewer	\$6,500.00	\$78,000.00
Telephone	\$1,800.00	\$21,600.00
Gas	\$1,300.00	\$15,600.00
Cable	\$5,359.00	\$64,308.00
Insurance		
Property/Liability Insurance	\$9,508.00	\$114,100.00
Management Fees - Association	\$1,500.00	\$18,000.00
Contract		
Trash Removal	\$1,800.00	\$21,600.00
Pest Control/Termite	\$ 700.00	\$ 8,400.00
Elevator	\$1,000.00	\$12,000.00
Site Security	\$8,000.00	\$96,000.00
Repairs/Maintenance		
Alarm Monitoring	\$ 225.00	\$ 2,700.00
Plumbing, Electrical, Painting	\$ 125.00	\$ 1,500.00
Pool	\$ 300.00	\$ 3,600.00
Groundskeeping	\$1,500.00	\$18,000.00
Roof	\$ 200.00	\$ 2,400.00
Spa/Fitness Facility	\$ 250.00	\$ 3,000.00
Common Area Maintenance	\$8,035.00	\$96,420.00
Supplies		
Office	\$553.00	\$6,640.00
Professional Fees		
Accounting & Legal	\$208.00	\$2,500.00
Capital Reserve Account	<u>\$ 1,596.00</u>	<u>\$ 19,150.00</u>
TOTAL EXPENSES	<u>\$60,106.00</u>	<u>\$721,266.00</u>

EXHIBIT I

RULES AND REGULATIONS

OF

THE COTTON MILL CONDOMINIUMS

RULES AND REGULATIONS
FOR
THE COTTON MILL CONDOMINIUMS

The following rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Association, shall govern the use of the Property comprising The Cotton Mill Condominiums (the "Condominium") and the conduct of all occupants thereof.

1. The foyers, elevators, hallways, entrances and stairways of the Buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements of the Condominium shall be painted or decorated by any Unit Owner or tenant in any manner without prior written consent of the Association.
3. No furniture, equipment or other persons personal property shall be placed in the entrances, foyer, hallways, stairways or other Common Elements.
4. No Unit Owner or tenant shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any other Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Unit Owners, their tenants, clients, invitees, customers, clients, patients or guests.
5. Not more than one dog or two cats and no other animal shall be kept in any Unit. No pets shall be allowed that weigh in excess of 40 pounds.
6. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance.
7. No shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used in or about the Buildings or Common Elements except such as shall have been approved in writing by the Association. All exterior treatments (*i.e.* windows, door, etc.) for all the Units shall be white.

8. No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the Buildings except such as shall have been approved in writing by the Association.

9. All garbage and refuse from the Building shall be deposited with care in receptacles and/or trash shuts or bins intended for such purpose only at such times and in such manner as the Association may direct. Any trash, garbage or debris generated from renovations by a Unit Owner must be disposed of by the Unit Owner at the Unit Owner's expense without the use of the Association dumpster.

10. Water closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, papers, ashes or any other articles be thrown in the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

11. No Unit Owner shall engage any employee of the Association for any private business of the Unit Owner without prior written consent of the Association.

12. No radio or television aerial of any type, nor any disk, satellite dish or antenna of any type shall be attached to or hung from the exterior of the Buildings without written approval of the Association.

13. The agents of the Association or the agents of the Manager appointed by it and any contractor or workman authorized by the Association or the Manager, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration or these Rules and Regulations.

14. The Association and the Manager may retain a passkey to each Unit. No Unit Owner shall install any lock on any door leading into his Unit without the prior consent of the Board. If such consent is given, the Unit Owner shall provide the Association with a key for use by the Association or the Manager.

15. No Unit Owner or any employee or any tenant, client, patient, visitor or guest of a Unit Owner shall be allowed on the roof of the Buildings or in the heating, air-conditioning or electrical equipment rooms without the express permission of the Manager or the

Association.

16. All damage to the Buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

17. No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's unit.

18. No Unit Owner shall use or permit to be brought into the Buildings any inflammable oils or fluids or other materials or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of the Manager or the Association.

19. The Unit Owners shall not be allowed to put their names on any entry to the Buildings or entrance to any Unit except in the proper places provided by the Association for such purpose.

20. The Unit Owners shall keep the interiors of their Units cleaned and free from obstructions. The Association and Manager assume no liability for loss or damage to articles stored or placed in the Buildings.

21. Any damage to the Buildings or equipment caused by a Unit Owner or such Owner's tenants or employees, guests, customers, clients or agents shall be repaired at the expense of the Unit Owner.

22. Unit Owners shall be held responsible for the actions of their tenants employees, agents, guests, customers or clients.

23. Complaints regarding the management of the Buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the Association or to the Manager.

24. Supplies, goods and packages of every kind are to be delivered in such manner as the Association may prescribe and the Association shall not be responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the Condominium.

25. No Unit shall be used or occupied in such manner as to obstruct or interfere

with the enjoyment of occupants of other Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements of the Condominium.

26. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Elements be used for general storage purposes after the completion of the construction of the Units by the Declarant, nor shall anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

27. The hours of operation, use and restrictions for the pool, entertainment room and fitness center shall be posted in the various areas. The Board reserves the right to modify and amend said rules in its sole discretion.

28. These Rules may be added to, or repealed at any time by the Association in the manner set forth in the By-Laws.

EXHIBIT J

PARCEL II.

Rights of Declarant under Grant of Servitudes and Parking Agreement established by Historic Restoration Incorporated in favor of Square 120 and Cotton Mill Limited Partnership dated September 30, 1996, filed September 30, 1996, at N.A. No. 96-47063, COI No. 129216, which servitude affects the following described property:

THOSE CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all servitudes, rights, ways, and appurtenances thereunto belonging, or in anywise appertaining, including any and all rights which Declarant has in and to the alley running between Constance and Annunciation Streets, situated in the First District of the City of New Orleans, State of Louisiana, in **Square 121, Lots A or N, 1, 45 and 46**, bounded by Poeyfarre, Constance, Annunciation Streets and Howard Avenue, and in accordance with a survey of Gandolfo Kuhn, L.L.C., dated June 28, 2004, , Dwg 572-1; T-181-4B, said lots are more particularly described as follows:

Commence at the northwest intersection of Annunciation and Poeyfarre Streets; thence along the northerly right of way of Poeyfarre Street N76°06'15"W a distance of 233 feet 2-4/8 inches to the point of beginning;

thence continuing along said right of way N76°06'15"W a distance of 77 feet 4-5/8 inches to a point;

thence leaving said right of way N13°41'45"E a distance of 124 feet 10 inches to a point on a common alley;

thence bounded by and fronting on said alley S76°09'05"E a distance of 77 feet 4-7/8 inches to a point;

thence leaving said alley S13°41'45"W a distance of 124 feet 10-6/8 inches to the point of beginning.

PARCEL III.

Rights of Declarant under:

1. Sublease Agreement between Declarant and Historic Restoration, Incorporated, dated September 30, 1996, a Memorandum of which was filed September 30, 1996, at N.A. No. 96-47064, COI No. 129217; and
2. Restrictive Covenant and Servitude Running with the Land Subject to a Suspensive Condition dated September 30, 1996, by Richard M. Cahn, filed September 30, 1996, at N.A. No. 96-47067, COI No. 129218,

both of which affect the following described property:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, in the square bounded by Howard Avenue (late Delard), Constance (late Foucher), Poeyfarre and Annunciation Streets, which portion of ground measures 361 feet 8 inches front on Howard Avenue, by 116 feet depth and front on Constance Street, forming the corner of said two streets and bounded in the rear by an alley 8 feet wide common to said lot and others. Said lot of ground is composed of the original lots Nos. 6 to 19, both inclusive.

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, designated by the No. 3 in the square bounded by Howard Avenue (late Delard), Annunciation, Poeyfarre and

Constance (late Foucher) Streets, on a sketch drawn by James Pilie, Surveyor, dated August 18, 1842, and annexed to an act before O. DeArmas, late notary in this City, dated March 5, 1868, said lot measures according to sketch 23 feet 8 inches front on Howard Avenue, by a depth between equal and parallel lines of 46 feet 4 inches 6 lines, together with half of a brick wall which separates said property from that of Joseph Grasser or assigns.

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, designated by the No. 3 in the same square hereinabove described, on a plan drawn by W. F. Thompson, Surveyor, dated January 7, 1842, and deposited in the office of H. B. Cenas, then a notary in this City. Said lot measures 23 feet 2 inches 3-1/5 lines front on Annunciation Street, by a depth between equal and parallel lines of 103 feet 8 inches.

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as the hereinabove designated property, and designated by the No.

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as the hereinabove designated property, and designated by the No. 4 as per plan of W. F. Thompson, Surveyor, dated January 7, 1842, deposited in the office of H. B. Cenas, late notary of this City. According to which sketch said lot measures 23 feet 2 inches 3-1/2 lines front on Annunciation Street by 103 feet 8 inches in depth between equal and parallel lines. The buildings are designated by Municipal No. 1011 Annunciation Street.

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as the hereinabove described and designated by the No. 5 on the above mentioned plan, which lots adjoin the lastly described property and measure 23 feet 2 inches 3-1/2 lines front on Annunciation Street by a depth of 103 feet 8 inches between equal and parallel lines. The buildings thereon bear the Municipal No. 1013 Annunciation Street.

In accordance with a survey of Gandolfo, Kuhn & Associates, dated April 30, 1996, Dwg. No. L-67, the above-referenced lots are more particularly described as follows:

Begin at the southeast intersection of Howard Avenue and Constance Street; thence along the southerly right of way line of Howard Avenue S76°09'05"E a distance of 465 feet 1-7/8 inches to a point;

thence S13°41'45"W a distance of 46 feet 4-6/8 inches to a point;

thence S76°09'05"E a distance of 79 feet 9-2/8 inches to a point on the westerly right of way line of Annunciation Street;

thence along said right of way line S13°41'45"W a distance of 69 feet 7-2/8 inches to a point on the northerly line of an eight foot common alley;

thence along said northerly line of the common alley N76°09'05"W a distance of 465 feet 3 inches to a point on the easterly right of way line of Constance Street;

thence along said right of way line N13°44'45"E a distance of 116 feet to the point of beginning.