

PUBLIC OFFERING STATEMENT AND PLAN

FOR

835 JULIA

Baronne Street Lofts, LLC, (hereafter called the "**Developer**"), presents this Public Offering Statement and Plan for the establishment of condominium ownership of the land and improvements located at 835 Julia Street, New Orleans, Louisiana, consisting of ____ dwelling units designated as Units _____, limited common elements and common elements associated therewith (hereinafter called the "**Condominiums**"), in accordance with the provisions of a Declaration of Condominium Ownership (the "**Declaration**") by the Declarant, Baronne Street Lofts, LLC, and the By-Laws, copies of which are annexed hereto and are on file at the offices of the Developer, Baronne Street Lofts, LLC; 8518 Oak Street; New Orleans, Louisiana 70118. The land and improvements are hereinafter sometimes referred to as the "**Property**".

The Developer, is offering for sale the ____ residential units, (hereinafter called "**Units**"), designated as Units _____, to be contained in the Condominiums.

THE CONDOMINIUMS

The statute concerning condominiums in effect in the State of Louisiana pursuant to which these Condominiums will be organized is known as the Louisiana Condominium Act (R.S. 9:1121.101, et seq.).

These Condominiums create a system by which there will be separate ownership of individual dwelling on the property. A unit owner owns his unit in full ownership and is entitled to the exclusive possession thereof. That owner is privileged to mortgage his unit or not, as he sees fit, in such amount as he chooses, but subject to the provisions of the Declaration. His unit is not subject to the lien of any mortgages placed by his neighbors on their units. He can sell or lease the unit to anyone without the restriction or limitation, subject only to notice to the Board of Directors of the **835 JULIA ASSOCIATION, INC.** (the "**Association**"), as hereinafter described. His unit will be taxed separately for real estate tax purposes just like a private home and he will incur no liability if his neighbors fail to pay their taxes. The taxes on the unit paid by its owner may be deductible from his income, for income tax purposes. In addition to these privileges, the owner of the unit is also the owner in common with the owners of all other units, of all parts of the property called the Common Elements. The Board of Directors of the Association will assess against him and every other unit owner, in proportion to their respective interest in the Common Elements, charges (hereinafter called "**Common Charges**") for the maintenance of the Common Elements and for the operating costs of the property (hereinafter called "**Common Expenses**"), including but not limited to the premiums for insurance as hereinafter described. Any charges for electricity (for lighting and gate operation) and for sewerage, water for the Common Elements and trash removal will be assessed as Common Charges.

THE PROPERTY

Description of Property, Improvements and Services:

PARCEL 1

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans in Square 234, bounded by Baronne, Julia, Carondelet and Girod Streets designated as Lots 1, 2, and 98-A on plan of survey made by J. J. Krebs & Sons, Inc., C.E. & S. dated July 16, 1968, according to which the said portion of ground forms the corner of Julia and Baronne Streets and measures eighty-seven feet, ten inches, five lines (87' 10" 5") front on Baronne Street by a depth and front of ninety-five feet, eleven inches (95' 11") on Julia Street, by a first depth on the opposite sideline nearer Girod Street of sixty-three feet, eleven inches and three lines (63' 11" 3") to a point, thence from said point along a line parallel to Baronne Street and running in the direction of Girod

Street a distance of forty feet (40') to a point, thence from said point on a line parallel to Girod Street and running in the direction of Carondelet Street a distance of thirty one feet, eleven inches and five lines (31'11"5"), and said portion of ground has a width in the rear on the line nearer Carondelet Street of one hundred twenty-seven feet, ten inches, and five lines (127'10"5"), together with the use, in common with the half of Lot 3 nearer Julia Street, of a passage or alley three feet three inches (3'3") in width opening on Baronne Street, over which passage or alley the floor joists of the second story of the building on Lot No. 3 extend.

The improvements on the said property bear the Municipal NO. 758 through 762 Baronne Street

PARCEL 2

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the **FIRST DISTRICT** of the **CITY OF NEW ORLEANS, STATE OF LOUISIANA**, in **SQUARE NO. 234** thereof, bounded by Baronne, Julia, Carondelet, and Girod Streets, designated as **LOT 3 or "A"** and according to a sketch made by H. L. Eustis, Deputy City Surveyor, dated May 21, 1925, a copy of which is annexed to an act before A. H. Moulin, Notary Public, dated August 5, 1925, said lot commences at a distance of 87 feet, 10 inches, and 5 lines from the corner of Baronne and Julia Streets and measures thence 40 feet front on Baronne Street, the same in width in rear, by a depth between equal and parallel lines of 63 feet, 11 inches and 2 lines.

And in accordance with a proposed resubdivision plan by S.Z.S. Consultants, Inc. dated January 11, 2005 both parcels are contiguous to each other and have the following measurement:

Commencing at Julia and Baronne Streets and run in the direction of Girod Street 127.88 feet to a point and corner; thence, run in a direction to Carondelet Street 95.89 feet to a point and corner; thence, run in a direction of Julia Street 127.88 feet to a point and corner; thence, running along Julia Street in the direction of Baronne Street 95.89 feet to the point of commencement (the common alley referenced in the above descriptions has extinguished by confusion).

A copy of which is attached to the Condominium Declaration passed before Stephen J. Broussard, Notary Public, where it is referred to as Exhibit "B".

The Condominium, which is named "**835 Julia**", consists of _____ (___) residential units, the limited common elements and Common Elements in association therewith. The anticipated common expenses are for insurance, maintenance fees, termite prevention, electricity, trash removal, and gas.

The condominium units will be heated and cooled by electricity. Each residence will have its own air-conditioning and heating system.

Each residential unit shall be delivered pursuant to the plans and specifications provided to each purchaser.

The Condominium will comply with all applicable laws, rules, regulations and requirements for all governmental authorities having jurisdiction thereof, including those governing zoning.

DWELLING UNITS; ESTIMATED EXPENSES

Exhibit "H" annexed to the Declaration and made a part hereof sets forth the following information with respect to each unit: (1) the unit designation by number for the purpose of the Declaration (Act of Sale Numbers Units _____) and purchase agreements, and (2) the percentage of interest in the Common Elements. The estimated operating, maintenance and other expenses to be shared by the unit owners are set forth in a separate attachment so designated and annexed to the Declaration. These expenses do not include those for the individual units.

The percentage of interest in the Common Elements applicable to each unit was initially determined by the Architect based upon the proportion which the number of square feet in each unit bears to the total number of square feet in all units.

COMMON ELEMENTS

Each unit owner will have an undivided interest in the Common Elements in the respective percentages set forth in Exhibit "H" annexed to the Declaration.

The Common Elements consist of the land and all other parts of the Property described in the Declaration.

PARKING SPACES

There are twelve parking spaces provided for the unit owners which are designated as Parking Spaces _____ through _____, inclusive. These Parking Spaces will be assigned to Unit Owners by Declarant upon conveyance of the Units.

PROVISIONS OF DECLARATION

The Declaration is the basic document creating the Condominiums and it contains or provides, among other things, for the following:

- (1) a legal description of the land;
- (2) the undivided shares, stated as percentages, in the Common Elements which are a component part of each of the Units;
- (3) the proportions or percentages and the manner of sharing common expenses and owning common surplus;
- (4) the proportionate voting rights of the Unit owners in the association;
- (5) the purpose or purposes for which the condominium property and units are intended;
- (6) the method of amendment of the Declaration;
- (7) a plat of survey of the land and plans complying with R.S. 9:1122.110;
- (8) the procedure for collecting from the Unit owners their respective shares of the common expenses assessed;
- (9) designation of the limited common elements;
- (10) responsibility for the maintenance and repairs of units;
- (11) limitations upon conveyance, sale, leasing, ownership and occupancy of Units;
- (12) use and occupancy restrictions, and;
- (13) remedies in event of default.

RECORDATION OF DOCUMENTS

The following documents have been or will be recorded or filed in the conveyance records of the Parish of Orleans, State of Louisiana, and elsewhere if required by law:

1. Declaration;

2. Certificate of Authority for Baronne Street Lofts, LLC;
3. Description of Land;
4. Articles of Incorporation of 835 Julia Association, Inc.;
5. By-Laws of 835 Julia Association, Inc.;
6. Building Plans;
7. Site Plan;
8. Plat of Survey;
9. Unit Owners Common Element Percentage of Ownership Interest;
10. Rules and Regulations of 835 Julia Association, Inc.

All deeds conveying units from the Developer will also be recorded in the conveyance records of the Parish of Orleans, State of Louisiana.

EXPENSES OF FORMING CONDOMINIUMS AND SALE OF DWELLING UNITS

The Developer will bear all costs and expenses incurred in connection with the creation of the Condominiums. Closing costs in connection with the initial sale of each unit will be apportioned between the Developer and each purchaser by agreement.

SALE OF DWELLING UNITS BY DEVELOPER

The units will be sold by the Developer in full ownership to purchasers who may be individuals, partnerships, corporations or fiduciaries. The sales of the units will be made at the respective prices set forth in the purchase agreements.

PURCHASE AGREEMENTS AND PAYMENTS

The form of the purchase agreement is annexed hereto. When a prospective purchaser has decided to purchase a unit, a purchase agreement similar in form will be executed in triplicate. Such agreement will not be binding until a copy executed by the Developer is delivered to the purchaser.

Within fifteen (15) days of receipt of this Offering Statement and Plan and before conveyance of the unit, a purchaser may cancel his purchase agreement.

Before acquiring title to his unit, each purchaser shall pay the full purchase price set forth in the purchase agreement. Unless changed by mutual agreement of the parties thereto, the purchase price shall be payable as set forth in the purchase agreement.

ESCROW DEPOSITS

All deposit monies paid by purchasers prior to the closing of title to the unit will be deposited with the real estate broker or with Seller if there is no broker.

UNSOLD DWELLING UNITS

Title to all unsold units will remain in the Developer's name until sold. Developer will be responsible for and will pay the common charges assessed against each unit not sold by Developer.

ESTIMATED COMMON CHARGES

There is a budget for the first year of operation of the Condominium. This budget, which is an estimate of costs, was prepared by Developer based on actual expenses to operate the building, and/or quotations obtained from service organizations and insurance companies. Because of continuing escalations in costs of supplies and inflation generally, these budgetary estimates cannot be considered as representations, warranties or guarantees of any kind whatsoever. There is no assurance that the Condominium may not incur additional expenses or that the Board of Directors of the Association may not provide for working capital or for reserves or other sums not reflected in the budget.

The Unit Owners shall be fully responsible for the maintenance, repairs and replacements of the Common Elements of those units.

OWNER'S ASSOCIATION AND MANAGEMENT OF CONDOMINIUM

A unit owner's association has been organized as a non-profit corporation under the Louisiana Non-Profit Corporation Law. The name of the corporation will be "**835 Julia Association, Inc.**" (the "**Association**") and the initial membership of the Association will be the unit owners and the Developer. The Association generally has all powers which are permitted to be vested in non-profit corporations organized under the Louisiana Non-Profit Corporation Law and more particularly, has the following specific powers:

- (1) To make and collect assessments against members of the Association to defray the costs of the Condominiums;
- (2) To use the proceeds of assessments in the exercise of its powers and duties;
- (3) To maintain, repair, replace and operate the Property,
- (4) To reconstruct improvements after casualty and make further improvements of the property;
- (5) To make and amend regulations respecting the use of the property in the Condominiums;
- (6) To approve or disapprove of proposed purchasers, lessees, and mortgagees of units;
- (7) To enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the By-Laws of the Association and the regulations for the use of the property in the Condominiums; and
- (8) To contract for the management of the Condominiums and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors of the Association or the members of the Association.
- (9) The Board will maintain all warrantable items in the common building space.

The Articles of Incorporation of the Association (the "**Charter**") provide for two classes of voting membership - Class A and Class B. Class A members are those unit owners with the exception of the Developer. The Class B member is the Developer. Until such time as the Developer has sold 80% of the total square footage of all units, there are certain restrictions on the voting rights of the Class A members, particularly with reference to the election of the members of the Board of Directors of the Association. The Class B membership will cease to exist when the Developer has sold 80% of the total square footage of all units, at which time complete voting power will vest in the Class A members.

The Charter also provides for annual meetings, special meetings, method of voting, election of officers and for a three-person Board of Directors (the "**Board**") to manage the affairs of the Association. The Developer is the initial board member.

Under the Charter and By-Laws, the Board is responsible for the management of the affairs of the Condominiums. The Board is authorized to employ a manager or managing agent for the Condominiums on such terms as the Board may deem proper. The services to be provided by the Board or any such manager or managing agent shall include billing and collecting common charges, hiring and discharging employees, supervising repairs and alterations, purchasing supplies for the Condominiums, maintaining the Condominiums' books and generally performing the duties of a manager or managing agent of an apartment building.

USE OF DWELLING UNITS

In order to provide for the congenial occupancy of the Condominiums and for the protection of the values of the units, the By-Laws of the Association provide that the use of the unit shall be restricted to and be in accordance with the following provisions:

(1) The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner, nor shall anything be placed or stored in or upon the Common Elements without the prior consent of the Board. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

(2) Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the Condominiums, or contents thereof, applicable for the intended uses thereof, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on the Condominiums, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(3) The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

(4) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner or part of the Condominiums without the prior written consent of the Association.

(5) Except for the commercial units, no awnings or other projections shall be attached to the outside walls of the Condominiums, and no blinds, awnings, fences, walls, canopies or other covering, except shades, screens or inside curtains shall be attached to or hung in, or used in connection with any unit without the prior written consent of the Association.

(6) No personal property such as baby carriages, velocipedes, motor bikes or bicycles shall be allowed to stand in the Common Elements or limited common elements areas of the Condominiums or grounds.

(7) Children shall not play in the public halls, or stairways.

(8) Servants and domestic help of the owners may not gather or lounge in the public areas of the Condominiums or grounds.

(9) The Association may retain a pass key to the premises. The Association is authorized to enter into the unit of any unit owner when the unit owner is absent from his residence, in the case of emergency. No owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.

(10) No servants or employees of the Association shall be sent out of the Condominiums by any residence owner at any time for any purpose.

(11) No owner shall allow anything whatever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, ventilators or elsewhere in the Condominiums or upon the grounds.

(12) No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

(13) Except for the normal business operations of the commercial units, no owner shall make or permit any disturbing noises in the Condominiums by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other residence owners. Except for the normal business operations of the commercial units no owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the manner of operation of same shall disturb or annoy occupants of the Condominiums. No owner shall

conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

(14) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in strict accordance with the rules and regulations adopted or approved by the Board from time to time.

(15) No exterior radio or television aerial installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the Condominium without the consent of the Association, in writing, is liable to removal without notice.

(16) No animals shall be raised, bred or kept in any unit for any commercial purpose. Household pets of owners must be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board.

(17) No owner shall overload the electrical wiring in the Condominiums, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

INSURANCE

Commencing not later than the time of the first conveyance of a unit to a purchaser other than the Developer, the Association shall maintain, to the extent reasonably available the following insurance coverage:

(1) Property. Property insurance will be obtained by the Association to insure the Common Elements and limited common elements. It shall afford protection against:

- (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
- (b) loss or damage by flood or other rising water to the fullest extent such coverage can be reasonably obtained;
- (c) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium, including but not limited to, vandalism, malicious mischief, windstorm and other damage;

(2) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out or in connection with the use, ownership or maintenance of the Common Elements; and

(3) Workmen's Compensation. Worker's compensation insurance will be provided to all employees of the association.

All property and liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to the unit owner.

If, at the time of a loss under a policy, there is other insurance in the name of an owner covering the same property covered by a policy procured by the Association, the Association's policy must be primary insurance, not contributing with the other insurance.

If the insurance described above is not maintained, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States Mail to all owners.

STATUS OF CLAIM

There are no unsatisfied judgments against the Association, no pending suits to which the Association is a party and no claims or suits material to the Condominiums known to the Developer.

PUBLIC OFFERING STATEMENT

This Statement, together with the following described items attached hereto, constitutes the public offering statement required by Section 1124.102 of Title 9 of the Louisiana Revised Statutes of 1950:

Exhibits: (1) a copy of the Declaration of Condominium Ownership, with the following

EXHIBIT A	Certificate of Authority for Baronne Street Lofts, LLC
EXHIBIT B	Description of Land
EXHIBIT C	Articles of Incorporation of 835 Julia Association, Inc.
EXHIBIT D	By-Laws of 835 Julia Association, Inc.
EXHIBIT E	Building Plans
EXHIBIT F	Site Plan
EXHIBIT G	Plat of Survey
EXHIBIT H	Unit Owners Common Element Percentage of Ownership Interest
EXHIBIT I	Rules and Regulations of 835 Julia Association, Inc.

(2) The written statement of the Developer regarding the management contract, and

(3) The projected operating budget of the Association for the one year period after the date of the first conveyance of an apartment residence to a purchaser.

The statements made in this Offering Statement and Plan with respect to the documents referred to herein are intended to be general summaries of their contents and do not purport to be comprehensive and are qualified in their entirety by reference to such documents. No person has been authorized by the Developer to make any representation which is not expressly contained herein.

Dated: _____

BARONNE STREET LOFTS , LLC

BY:

STATEMENT BY DEVELOPER CONCERNING
MANAGEMENT OF THE PROPERTY

The Developer has not entered into a management contract with anyone for the management of the condominium.

BARONNE STREET LOFTS , LLC

BY: