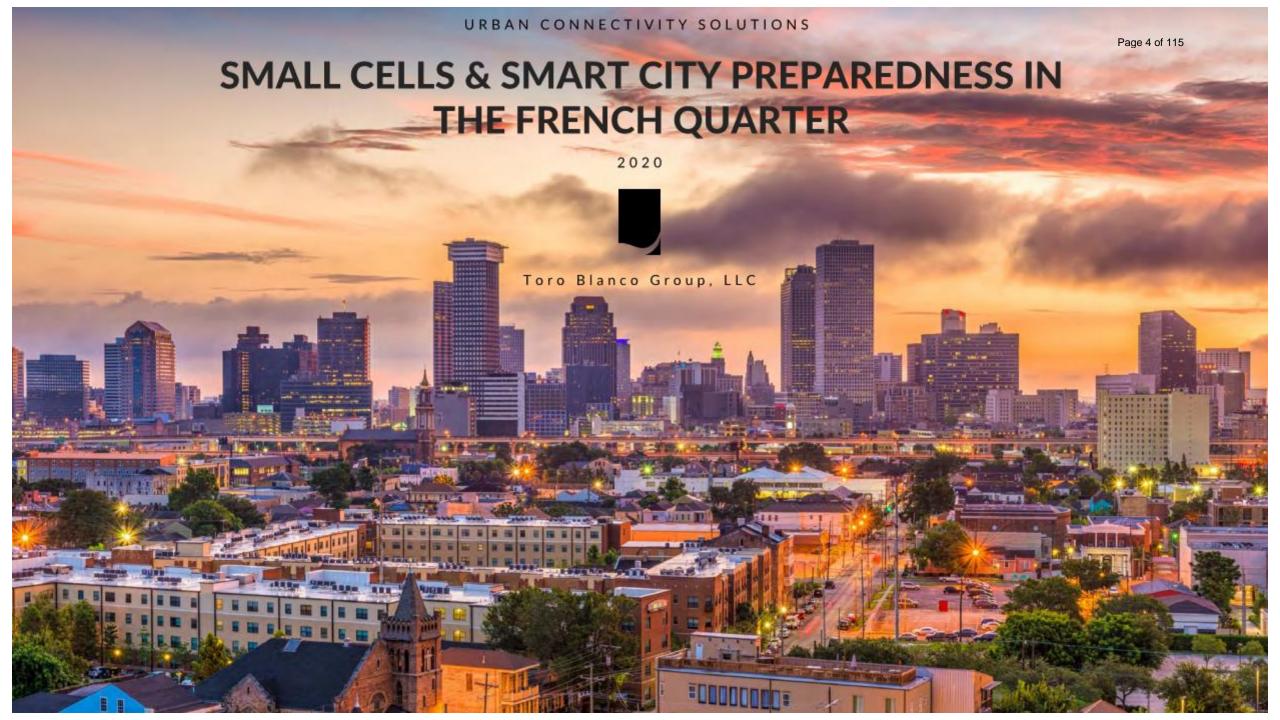
## Vieux Carré Commission Meeting

Wednesday,
August 19, 2020







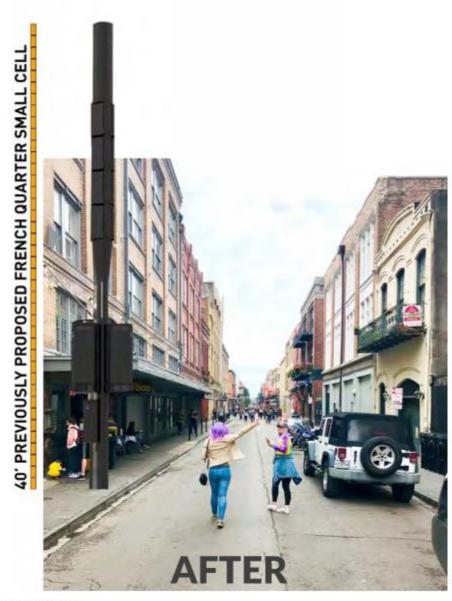
#### WHAT THIS MEANS FOR NEW ORLEANS

The FCC has granted certain rights to carriers and infrastructure providers allowing them the right to install small cells in your Public ROW. If you don't get ahead of the problem and put into place the designs necessary to mitigate what these installs look like you could find yourself with an onslaught of poles that actively degrade your ROW's aesthetic.



### PREVIOUS FRENCH QUARTER SMALL CELL PROPOSA 6 of 115





Each orange square represents one (1) linear foot.

## CURRENT FRENCH QUARTER SMALL CELL PROPOSAL Page 7 of 115





**BEFORE** 

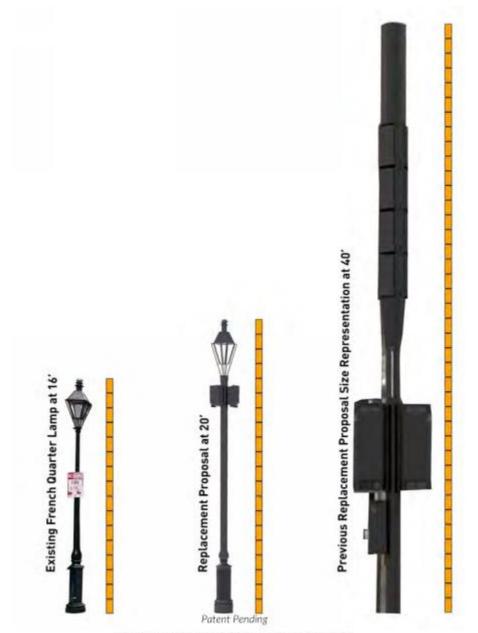
**AFTER** 

# 4G OR 5G GAS LAMP SMALL CELL COLOCATION DESIGN



Toro Blanco Group, LLC

#### **POLE SIZE COMPARISONS**



Each orange square represents one (1) linear foot.



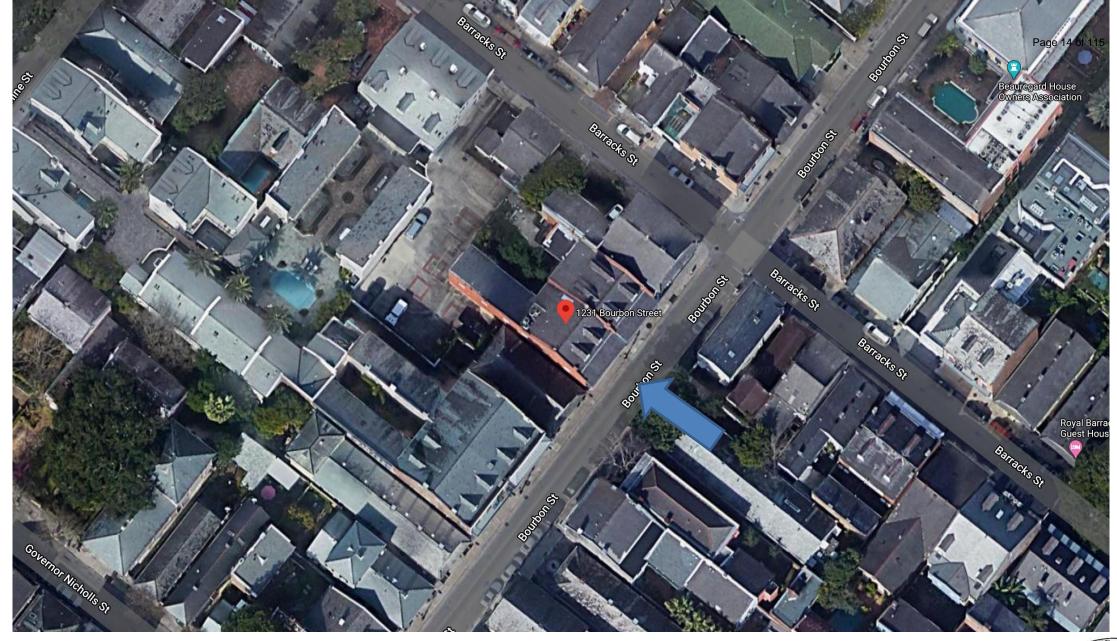
Each orange square represents one (1) linear foot.

PROPOSED SMALL CELI 20,









1231 Bourbon









1231 Bourbon

















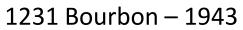






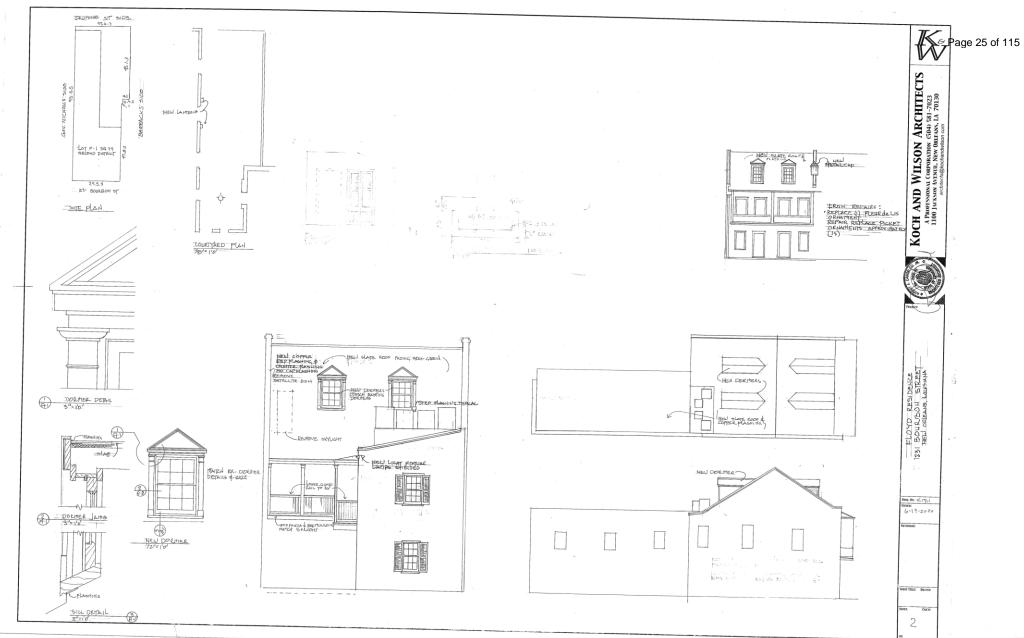
1231 Bourbon





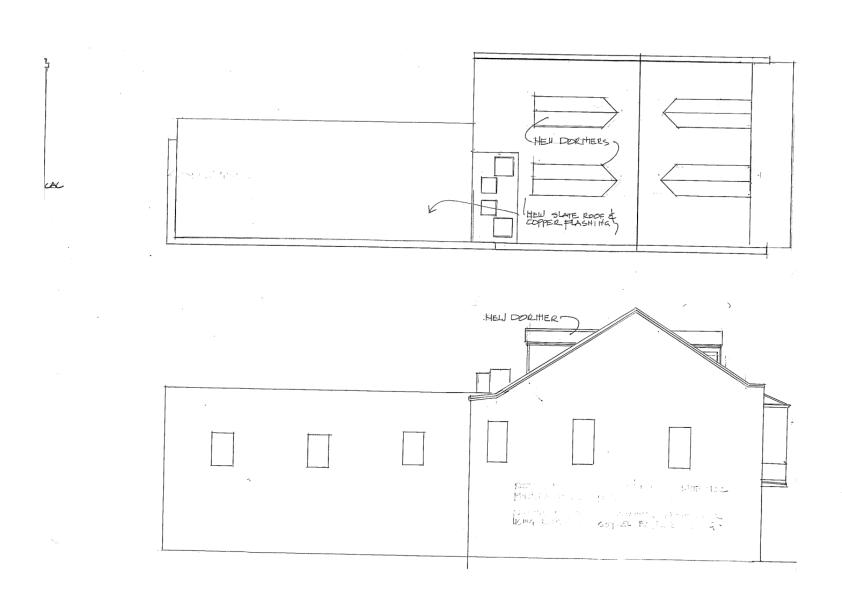






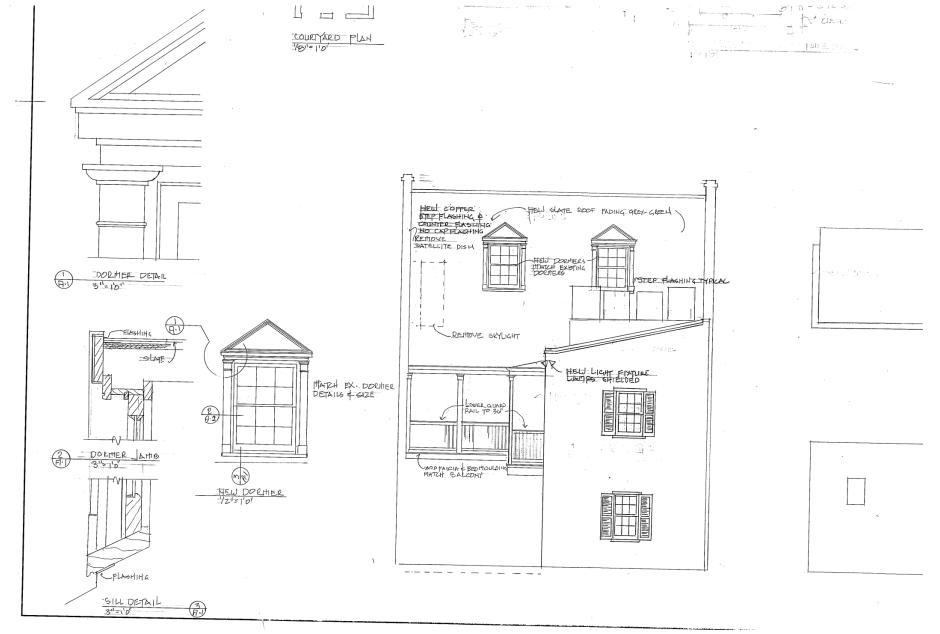






PROJ. No.: Issued: 6-19

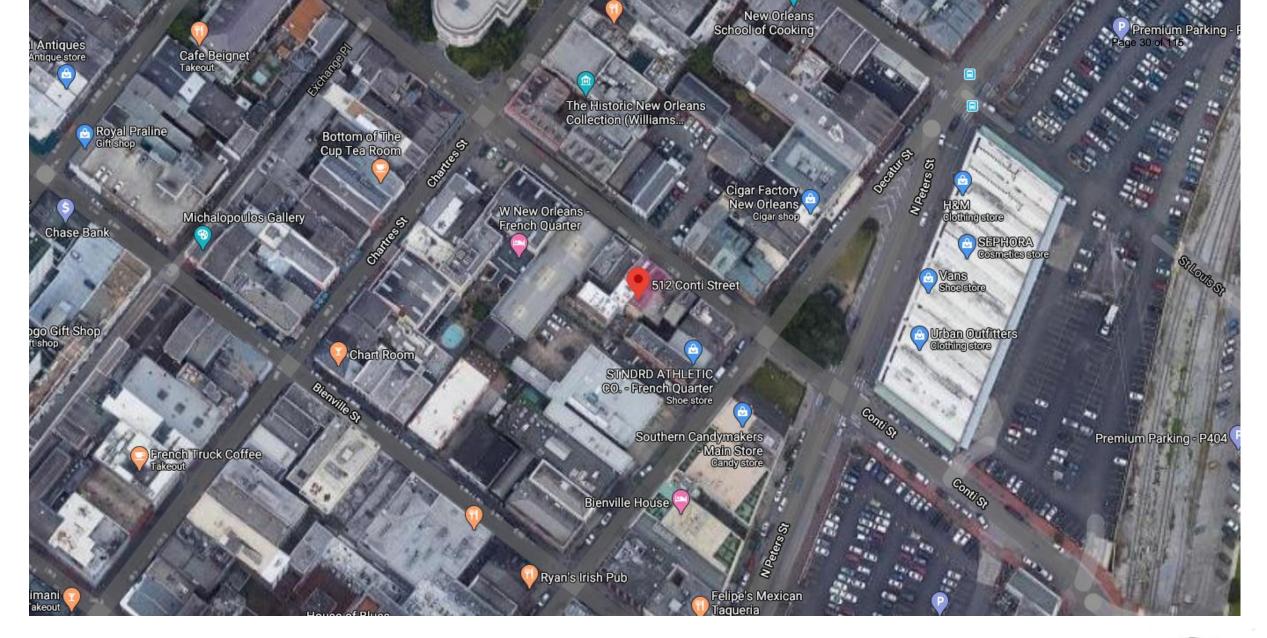
1231 Bourbon



#### 1231 Bourbon







512-16 Conti

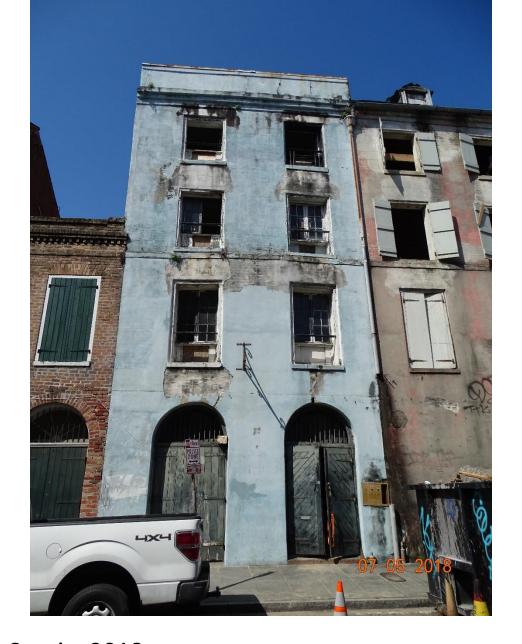




512-16 Conti



512-16 Conti





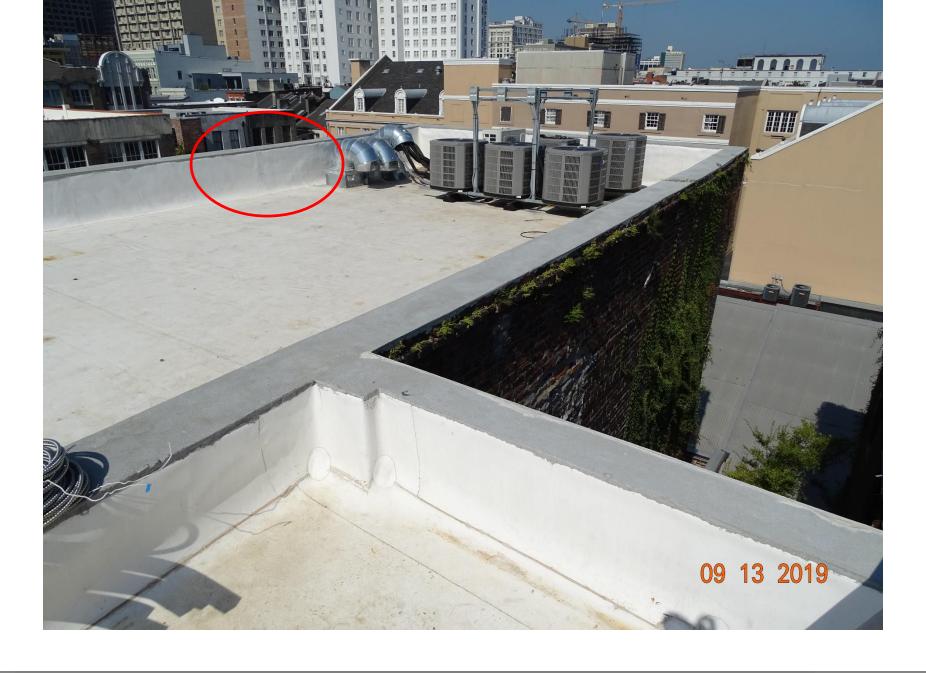
512-16 Conti – 2018

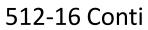






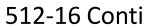
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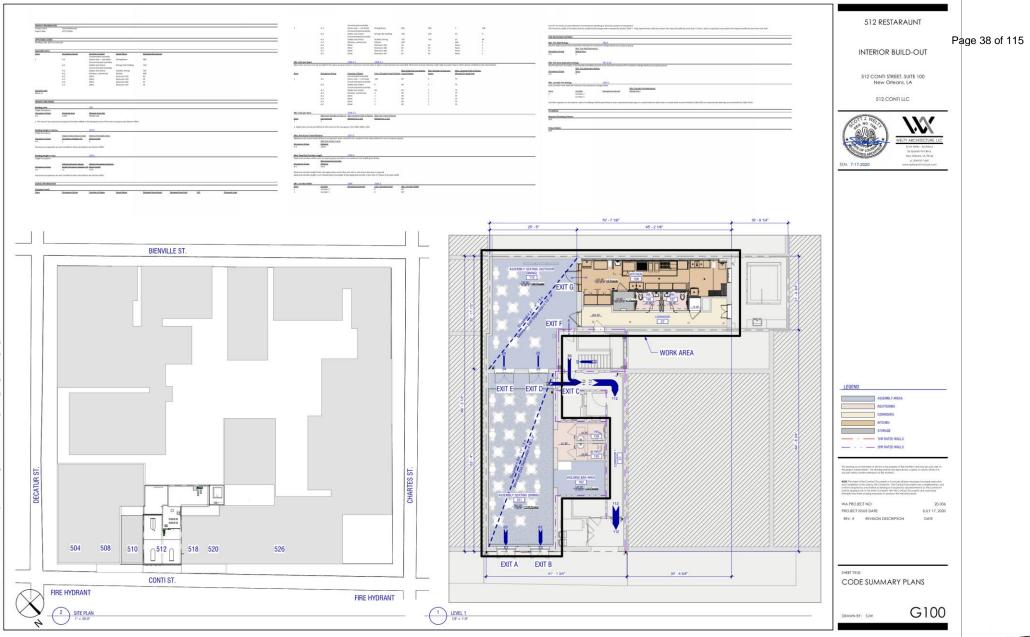




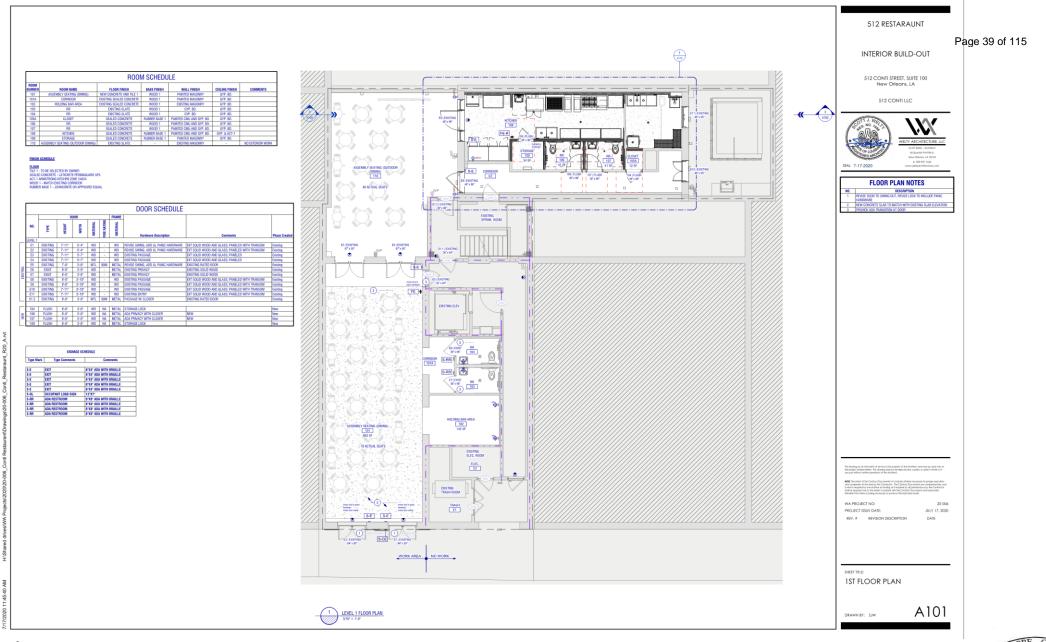




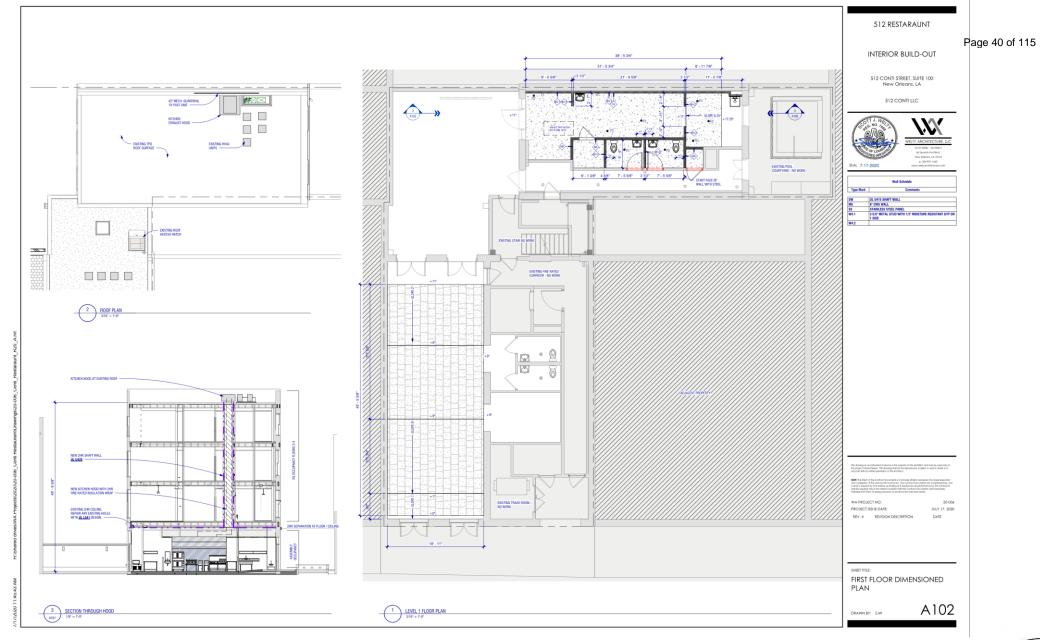




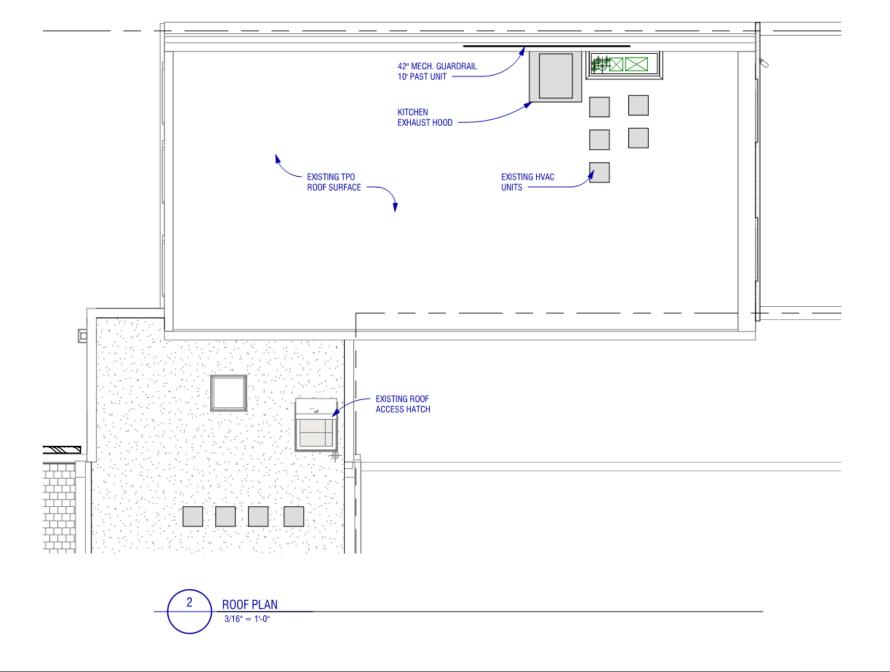
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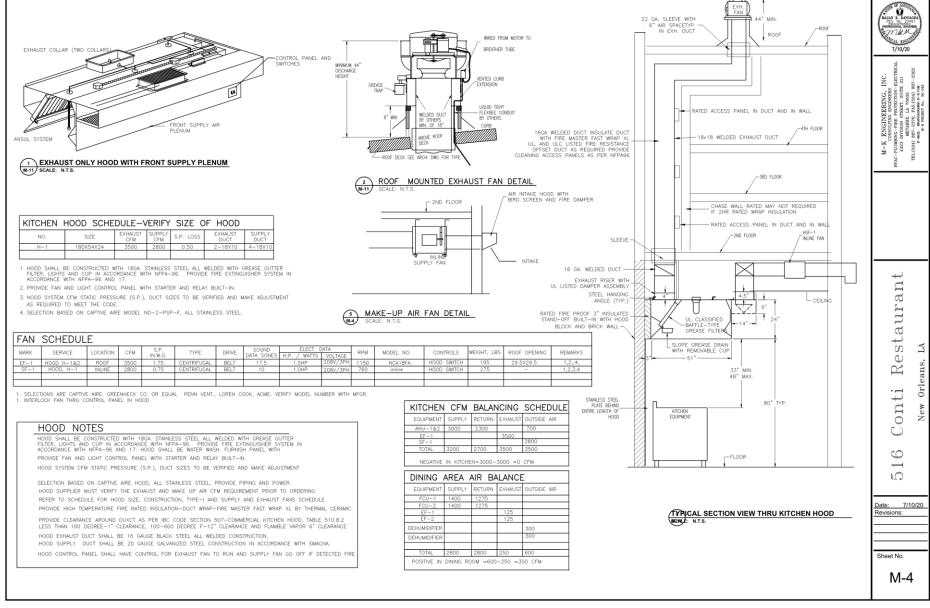
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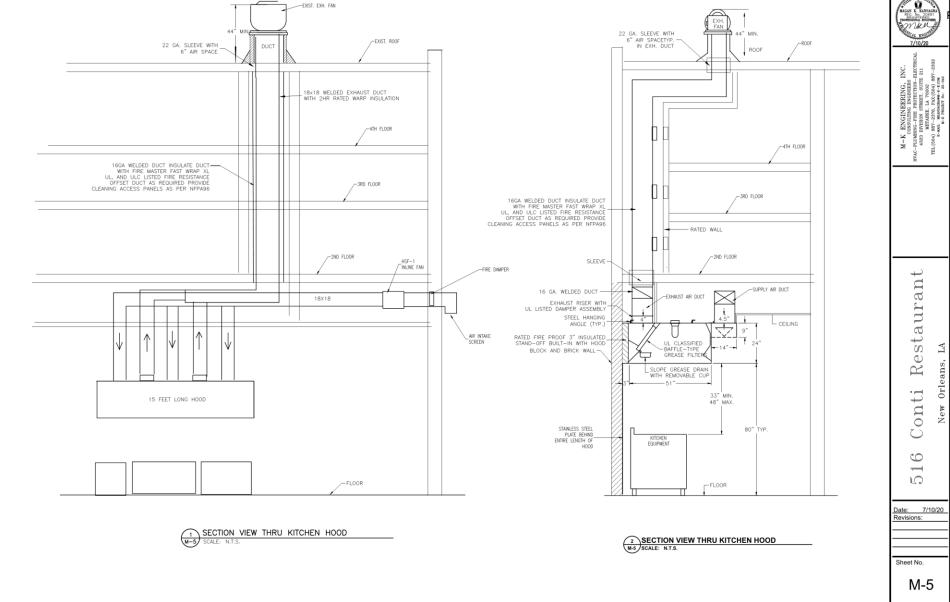








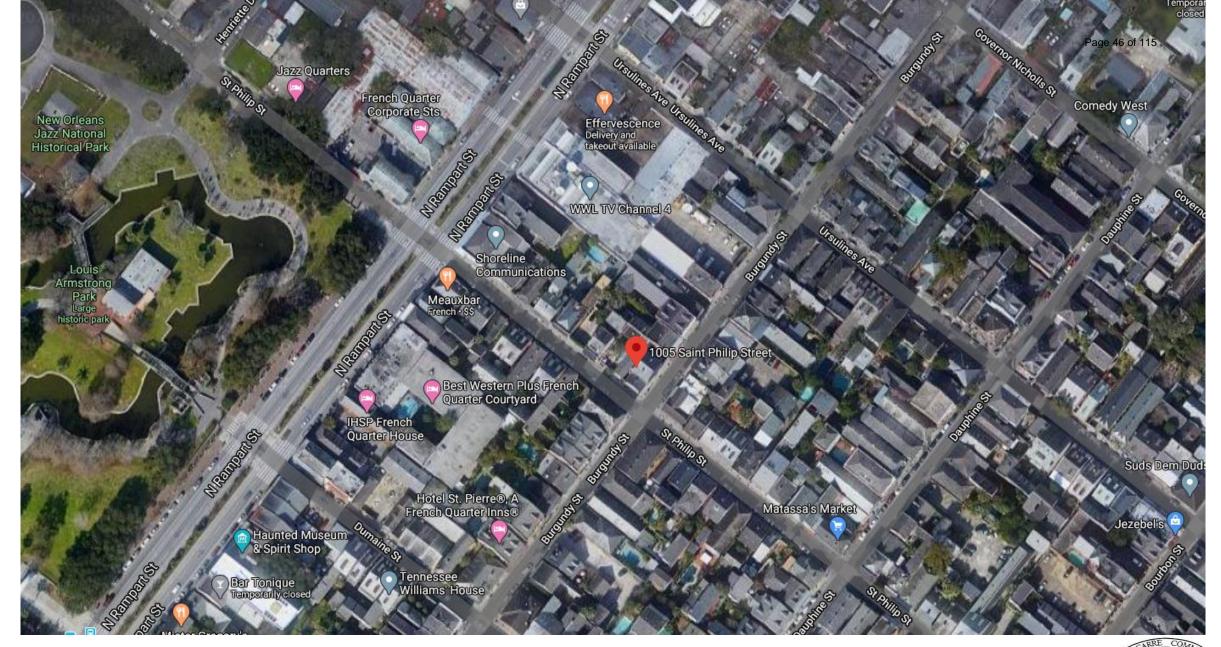


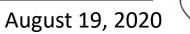


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1005-09 St Philip







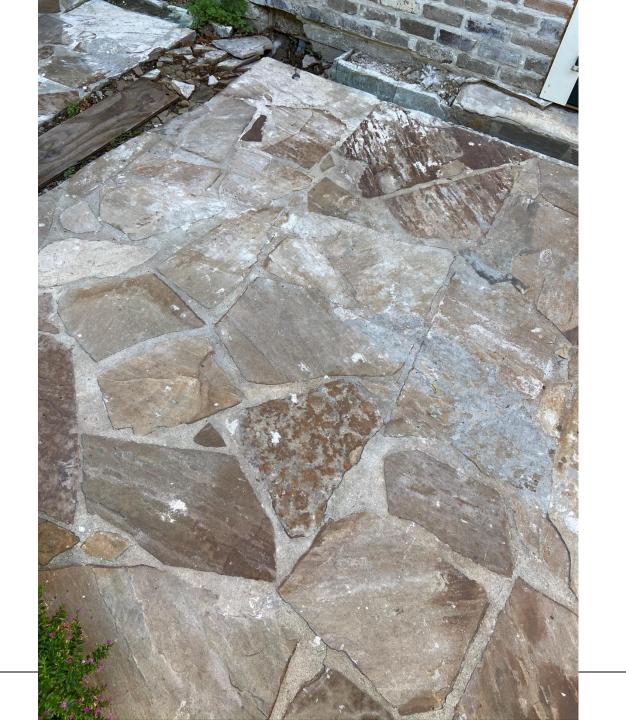






Vieux Carré Commissio

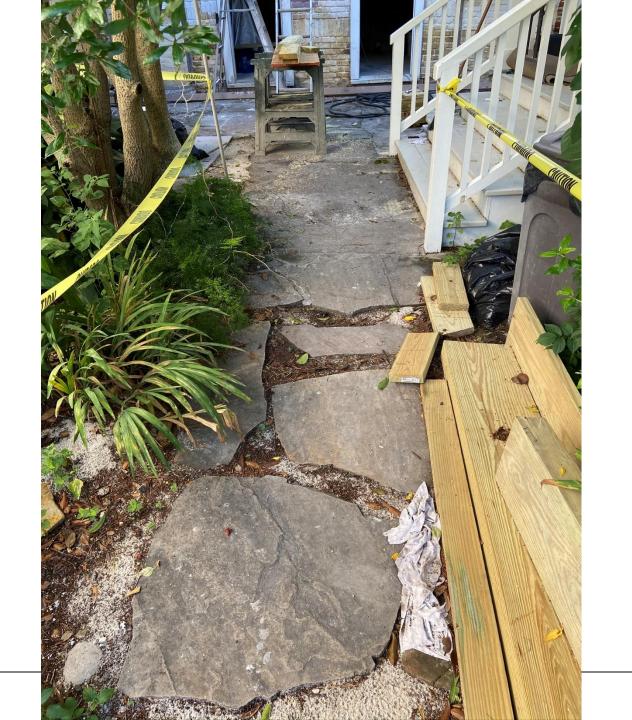


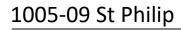




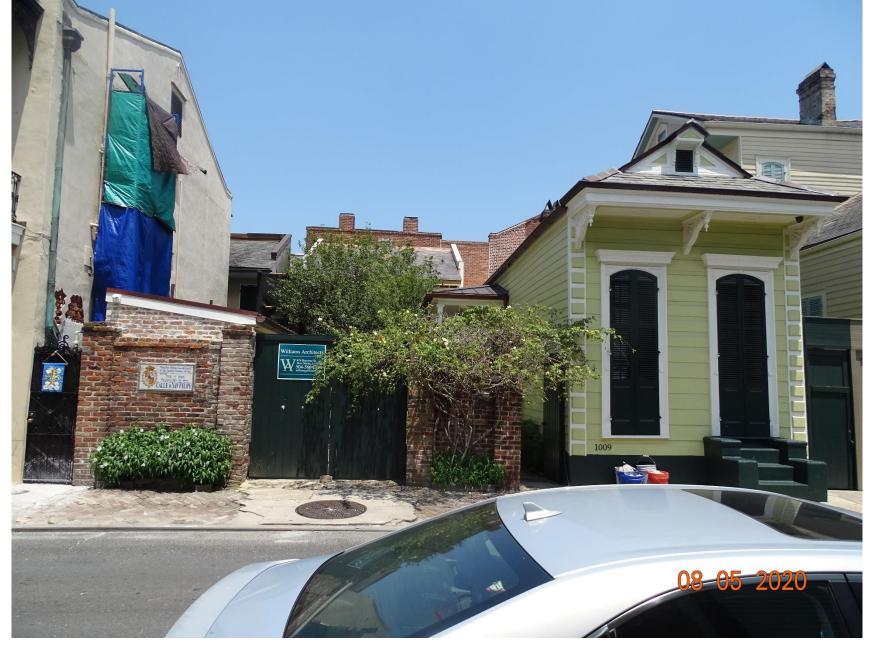


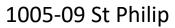




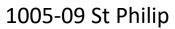




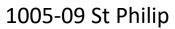




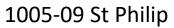








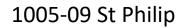




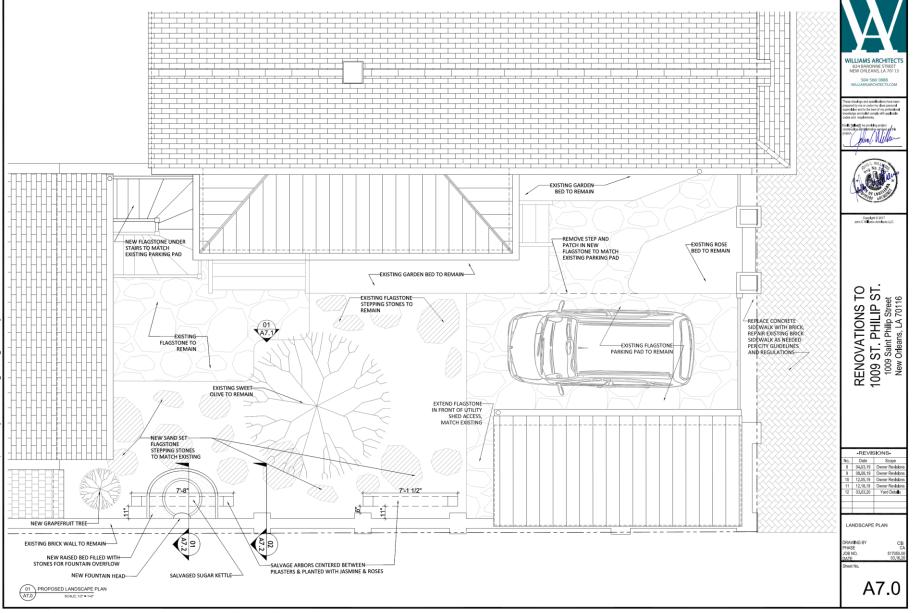






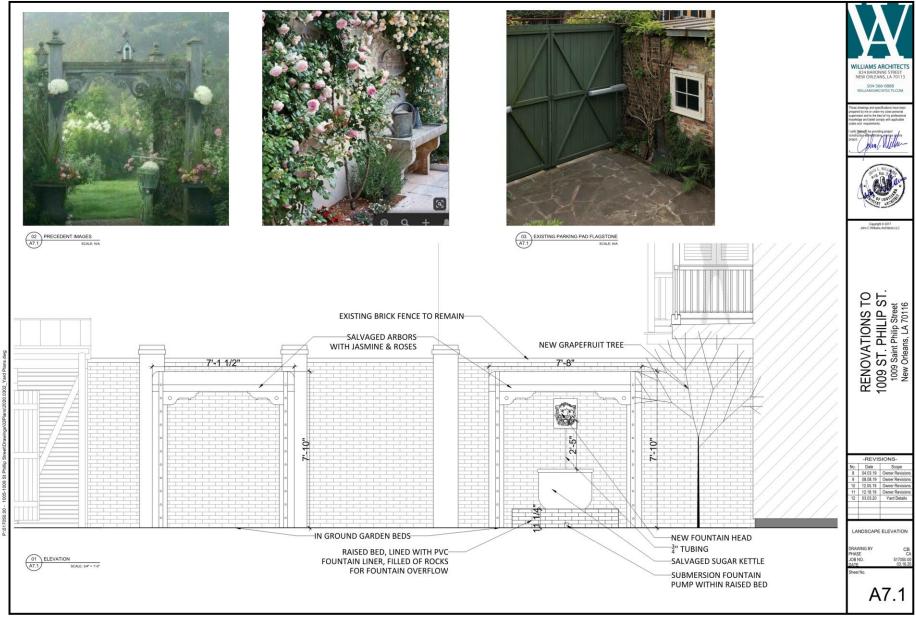






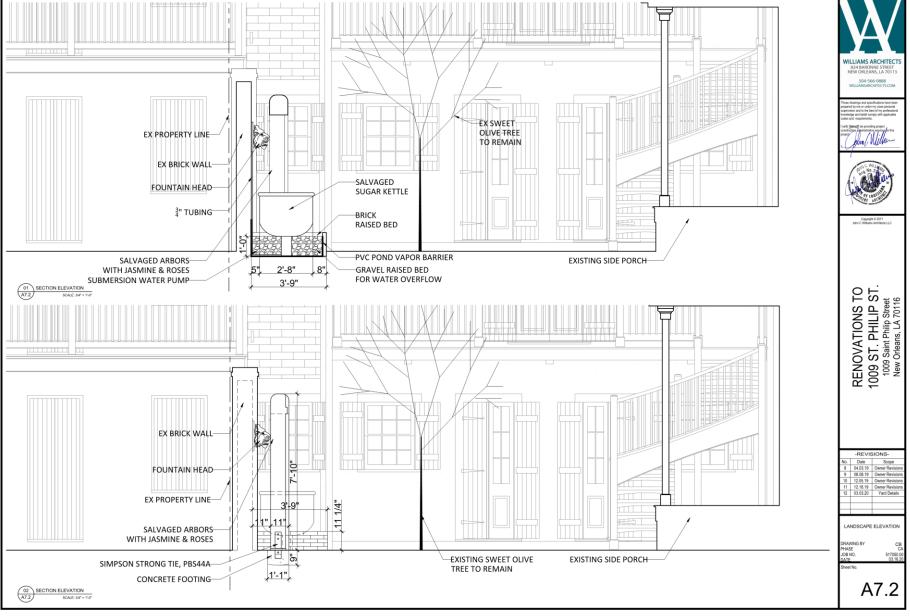




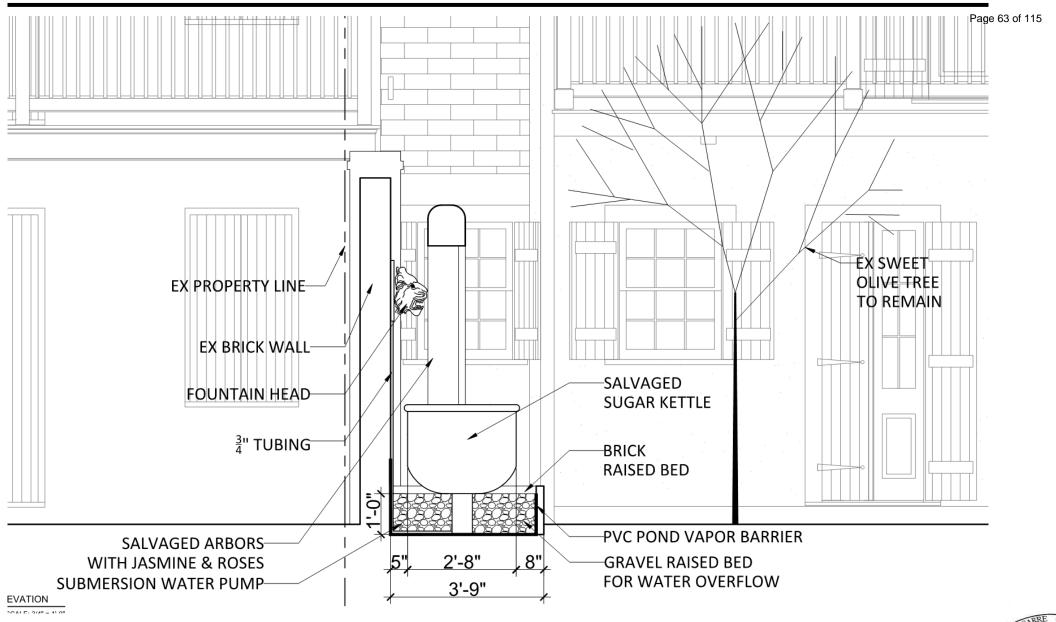




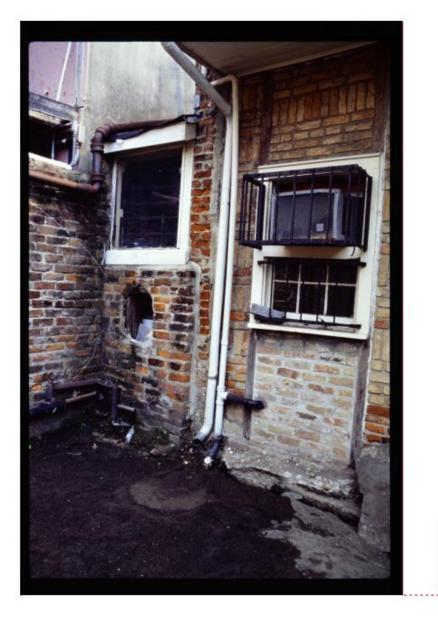




Vieux Carré Commission



August 19, 2020



Commented [NS1]: Fence wall prior to rear bathroom infill wall being recess circa 1999





Commented [NS2]: Location of Persian lime tree uprooted late 2018



Commented [NS3]: Brick fence extends into rear greenrated structure of adjacent property

1005-09 St Philip – provided by appellant



EMMET N. MUNICIPAL MANUEL MEMOT M. LAMBORT

## CITY OF NEW ORLEANS

VIEUX CARRE COMMISSION

630 CHARTRES. NEW ORLEANS. LA. 70130 (904) 586-4682

October 29, 1981

Mr. John Paine 632 Bourbon Street New Orleans, Louisiana 70116

Dear Mr. Paine:

The Vieux Carre Commission is requesting that you not proceed with the proposed extension of the brick wall as previously required.

Ms. Diane Kohn has voiced objection to raising the wall as this will diminish the light hor residence currently receives. Ms. Kohn has suggested re-flashing the wall and if this is acceptable to you the Commission has indicated they will agree to this method of correcting the situation.

If you have any questions regarding this matter, please feel free to contact this office at your convenience.

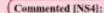
Sincerely.

Mark F. Gates ASSISTANT DIRECTOR

Br. 1209 st. O.

MFG/dms

cc: Ms. Diane Kohn 1011 St. Philip Street (12)



Commented [NS5]: 1981 VCC director reversed approval based on 1011 St. Philip owner objection to common fence changes





### Stephen from tonic in the continue tonic in the chief.



#### Fermit No. 000355

#### The Views Carri Commission hereby grants permission for the array well work specified below.

inter a promise on the Carrier for their 2015, and the Copy of New Grants, the position only for the west when never convicting patroness, business, or a first database. The patroness has been the start and a patroness patroness patroness and the branches of the patroness patroness and the branches of the patroness patroness patroness and the branches of the patroness patroness and the branches of the patroness patroness patroness and the branches of the patroness patrone

Access:	1007-09 St. Fhilir Street	
Arelicans.	William C. Nerris :-	
Con	William C. Nemis 2	
Centrarie	not stated	

Week apprehent. To do the following root repair work as described below:

installance of apphalt fiber costing ["Elack Roof Costing"], standarded allows in ociet, to the deteriorated parameter standard seam to expect (approx. 20"); 10"w) of the transfed storage structure is expect along the interior common well of parameter and to the non-interior flat-roofed, bedroom addition (argue); at the year of the main costage.

NCTE: Need or are noted as autobiolistics—not to be white or have learness finish
all work man contains to standard. VCC policies & principal

Estimated cort: 550 June 16, 2006 CRS/LPH

This permit expires on (6) mention there of innature, not may be received if work in proceeding satisfacturity. A permit may fill be required from the City of New Orlance, Expertment of Safety and Permits. A Visua Carré marketyre will be received against all step builting permit which also require a Visua Carré to contribute permit. This project will be inspected on a regular basis by the Visua Carré Correlation and its government that the work executed contribute is this permit.

I, the undersigned, undersund that the work must be energical exactly an aposition on this permit. If it is determined that changes are incremely, I will apply to those modifications prior to the commencement of any work on those changes.

I corolly that I have the eacharity of the current property owner(s) to perform the "permitted" work

Signature: ....

Brint Name

Done:

Anne

ne Bill Norris

Commented [NS6]: 2009 permit noting common fence

1005-09 St Philip – provided by appellant



Crescent Title, LLC 7835 Maple Street New Orleans, LA 70118

File No.: 174696

CASH SALE

Sale of Property

by:

Betty Harris Norris wife of/and William C. Norris, Jr.

to:

Balentine Carbondale Holdings, LLC

### United States of America State of Louisiana Parish of Orleans

BE IT KNOWN That on this 20th day of November, 2017

BEFORE ME, the undersigned notary public, duly commissioned and qualified, in and for the Parish of Orleans and in the presence of the witnesses hereinafter named and undersigned.

Personally Came and Appeared,

Betty Harris Norris (SS# XXX-XX-3732) wife of/and William C. Norris, Jr. (SS# XXX-XX-7274), both persons of the full age of majority and residents of the Parish of Orleans, State of Louisiana who declared before me, Notary, that they have been married but once and then to each other with whom they live and reside.

MAILING ADDRESS: 1364 Moss Street, New Orleans, LA 70119

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto,

Balentine Carbondale Holdings, LLC (Tax ID# 26-0261384), a Colorado Limited Liability Company organized and existing under the laws of the State of Colorado, Pursuant to Articles of Organization; registered with the Secretary of State, represented herein by Rick Balentine, Member/Manager and Bridget Balentine, Member, pursuant to an Authorization of the Members, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: P.O. Box 11656, Aspen, CO 81612

here present, accepting and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

"Description of Property"

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of New Orleans, Parish of Orleans, State of Louisiana, in Square No. 105, bounded by Burgundy, St. Philip, Rampart and Ursulines Streets, designated as Lots U and Y on a survey of Mandle-Edwards Surveying, Inc. dated July 21, 1999, Lot Y commences at a distance of 29 feet 7 inches 4 lines from the corner of Burgundy and St. Philip Streets and measures 17 feet, 2 inches 6 lines front on St. Philip, adjoining Lot U which measures

Hon. Dale N. Atkins CLERK OF CIVIL DISTRICT COURT INST #: 2017-4511 11/22/2017 09:56:15 AM TYPE: 5 6 PG(S)



26 feet, 5 inches, 6 lines front on St. Philip, same in width in the rear, by a depth of 64 feet 1 inch, 4 lines on the sideline nearer N. Rampart Street and a second depth of 63 feet, 11 inches, 2 lines on the sideline nearer Burgundy Street.

The improvements thereon bear the Municipal No. 1005, 1009 and 1009 St. Philip Street, also known as 1009 St. Philip Street, New Orleans Louisiana, 70116

**PURCHASER(S)** herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2018 bearing Tax Assessment No. 208102327 are to be forwarded to:

Balentine Carbondale Holdings, LLC P.O. Box 11656, Aspen, CO 81612

# THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

 Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Eight Hundred Thirty-Five Thousand And No/100 Dollars (\$835,000.00) which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and exigible for the current tax year are paid as per a research of the tax rolls for the year 2017. The 2017 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

By reference to the certificates of the Conveyance and Mortgage records in and for the Parish of Orleans annexed hereto, it does not appear that said property has been heretofore alienated by the Vendor or that it is subject to any unpaid encumbrances whatsoever.

The parties to this act are aware of the fact that the mortgage, and conveyance certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith. Vendor is bound and obligated to have cancelled and erased immediately any inscriptions that may appear on the open certificates that would adversely affect the title to the herein described property.

ARE COMMON OF THE COMMON OF TH

Page 69 of 115

1005-09 St Philip – provided by appellant



#### WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

Dilly Willey Vouis
Betty Harris Norris

SEL

Balentine Carbondale Holdings, LL

Y: Bridget Balelytine

Member

Rick Balentine
Member/Manager

PGR-415 (R6/04)

1005-09 St Philip – provided by appellant

#### UNANIMOUS WRITTEN CONSENT OF THE MEMBERS Balentine Carbondale Holdings, LLC

Page 70 of 115

The undersigned, being the sole Member(s) of Balentine Carbondale Holdings, LLC, a Colorado Limited Liability Company (the "Company"), do hereby vote for, consent to, authorize and adopt the following actions:

WHEREAS, Bridget Balentine and Rick Balentine is/are the sole Members/Managers of Balentine Carbondale Holdings, LLC and as such, have full power and authority to act in the name of and on behalf of the Company;

WHEREAS, the Company desires to authorize the acquisition of the property located at 1009 St. Philip Street, New Orleans, LA 70116.

WHEREAS, the Company desires to authorize Bridget Balentine and Rick Balentine to execute any and all documents in connection with such acquisition of property including, but not limited to, any act of transfer, act of donation, quitclaim of interest and/or any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as he/she/they deem appropriate in his/her/their sole discretion Balentine Carbondale Holdings, LLC, and

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED by the sole Members of Balentine Carbondale Holdings, LLC, that:

#### Section 1. Authorization for Acquire

The acquisition of the property located at 1009 St. Philip Street, New Orleans, LA 70116, is hereby authorized and approved;

#### Section 2. Authorized Agent

Bridget Balentine and Rick Balentine is/are hereby authorized to act as Agent(s) for Balentine Carbondale Holdings, LLC, with respect to the above described acquisition of property, and to execute any and all documents in connection with such transfer of property including, but not limited to, any act of transfer, act of donation, quitclaim of interest and/or any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as he/she/they deem appropriate in his/her/their sole discretion.

#### Section 3. Certification

The undersigned confirms and warrants the accuracy of the above information, and that the power and authority of the Members and designated Authorized Agent(s) as provided herein has not been limited, restricted or abrogated in any way by any action of the Company. The undersigned further confirms and warrants that this Authorization may be fully and completely relied upon by Crescent Title, LLC, its title insurance underwriters, and the law firm of Bergeron, Douglass, Frosch & Mack, LLC.

Thus done and signed on this 20th day of November, 2017.

Bridget Balentine, Member

Rick Balentine, Member/Manager



Thus Done and Passed, in my office in New Orleans, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:

LESTIE PETTIN

SELLER(S):

William C. Norris, Jr.

Balentine Carbondale Holdings, LLC

Bridget Balentine

Bar Roll/ID No.

Notary Public Jean L. Norton

Title Ins. Prod.: Crescent Title, LLC Address: 7835 Maple Street, New Orleans, LA

70118

Prod. Lic #: 300974

Title Ins. Underwriter: Stewart Title Guaranty

Title Opinion by: Paul M. Lapeyre La Bar Roll #:

PURCHASER(S):

Member

BY

Member/Manage

Attorney/Notary Public Notary ID # 01831 Commission expires with life

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

Telephone (504) 407-0005



Chelsey Richard ago of 115 Chief Deputy Clerk

Land Records Division

## Hon. Dale N. Atkins Clerk of Court and Ex-Officio Recorder

Parish of Orleans

### DOCUMENT RECORDATION INFORMATION

Instrument Number: 2017-45111

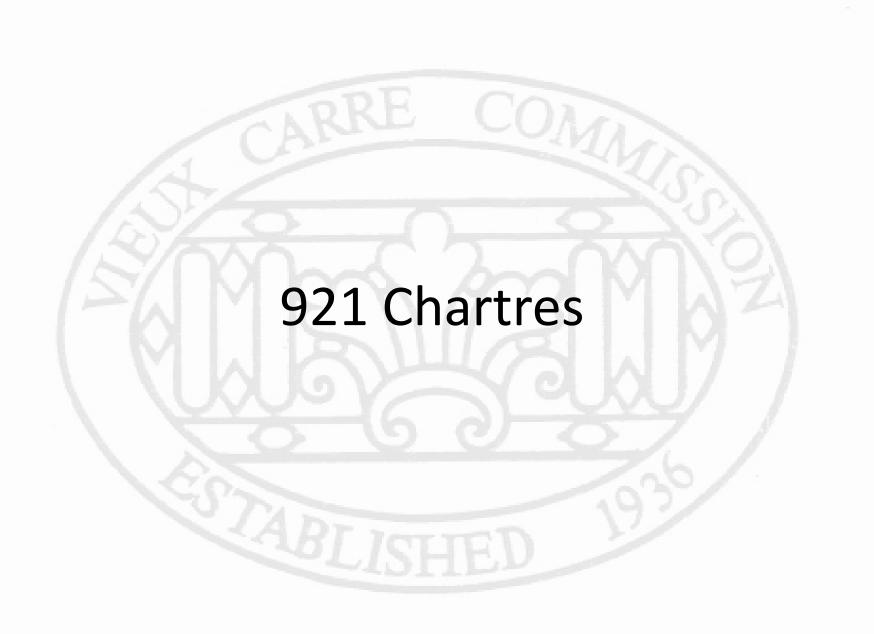
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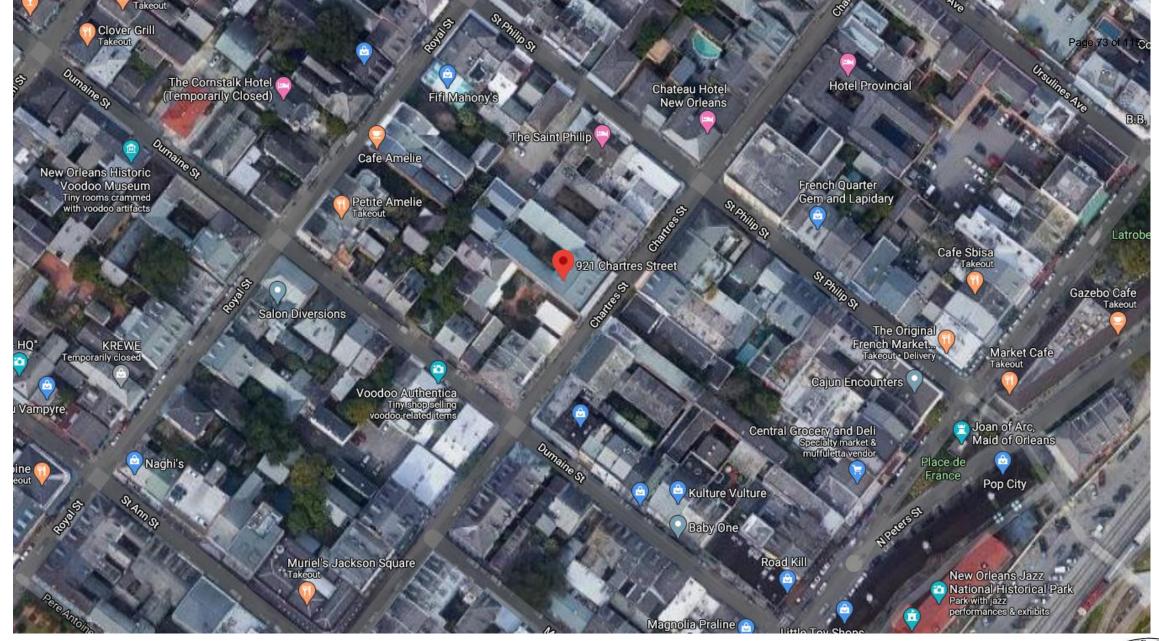
Document Type: SALE Addtl Titles Doc Types:

Conveyance Instrument Number: 628898

Filed by: CRESCENT TITLE LLC 7835 MAPLE ST

NEW ORLEANS, LA 70118





921 Chartres

















































921 Chartres – Glass Door Location

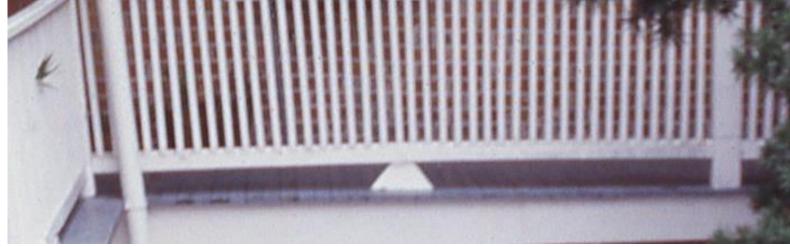




921 Chartres – 1998 – Previously Existing Railing







921 Chartres – 1998 – Previously Existing Railing







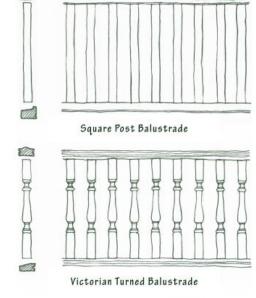
A Creole home, such as this townhouse, often has a simple balustrade and convex bulging posts.

#### **BALUSTRADES & RAILINGS**

A balustrade is a railing with upper and lower horizontal members, known as rails, and vertical balusters of wood or metal. A replacement balustrade should match the overall style and character of the building.

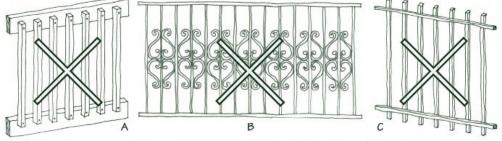


A turned wood balustrade, produced by turning and carving square balusters on a lathe, are appropriate for most Italianate, Queen Anne, Eastlake, Classical Revival and Colonial Revival homes. Historic balusters tend to be wider than many new, mass-produced balusters.





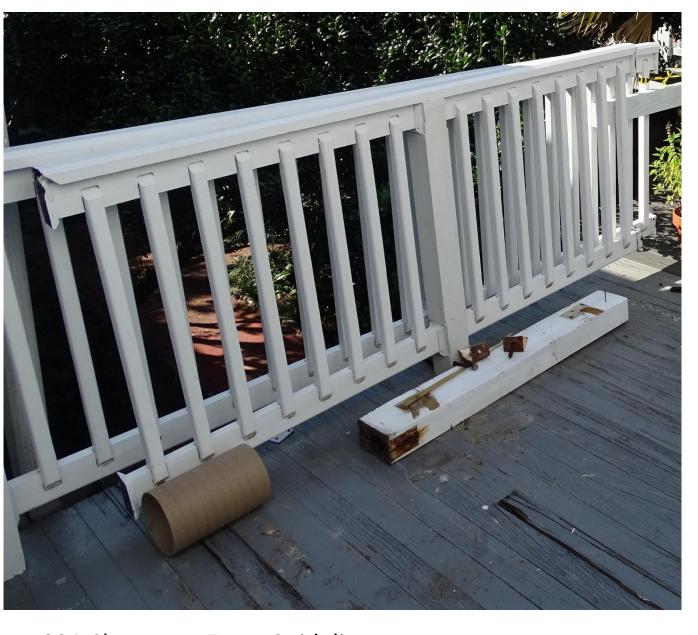
A discrete, higher secondary safety rail has been installed behind the cast iron balustrade to meet building code requirements. An alternative would be to raise the historic balustrade to the required height.



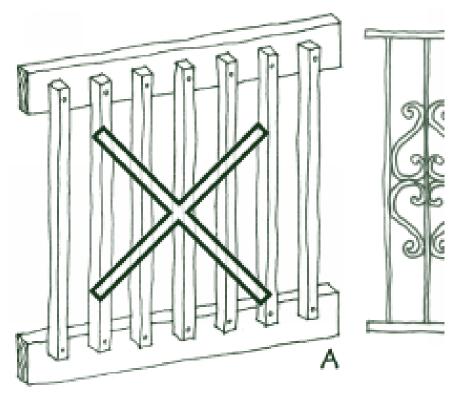
The VCC does not approve requests for a wood "deck" balustrade (A), applied decorative scrolled metal ornament balustrade (B) or a balustrade composed of metal pickets welded to metal bars (C).







Colonial Revival homes. Historia balusters than many new, mass-produced balusters.



The VCC does not approve requests for a w (B) or a balustrade composed of metal pick









The 2-panel shutters do not fit the arched opening

The louvered shutters are the incorrect size for the window



The screwed-in shutters are inoperable and all shutters should be the correct size



Z-shutters are not appropriate in the Vieux Carré

### SHUTTERS BY STYLE

The type and detailing of a shutter should be appropriate for the age, type and style of the building on which it is hung. It is helpful to consider that all buildings constructed prior to the 1820s had solid shutters, not louvered. Over time, the upper panels in solid shutters were often replaced with louvers, increasing interior light and ventilation. However, the VCC generally does not approve the modification of a historic shutter to add louvers or to create multiple sections. The only exception is when the shutter exceeds 12-feet in height.

#### French Colonial (18th century)

· Batten shutters, including vertical board rail and stile shutters

#### Creole (early-19th century)

- · Batten shutters, including vertical board rail and stile shutters
- · Louvered shutters, especially fixed louvered on upper stories

#### Greek Revival (mid-19th century)

- · Any variation of louvered shutters
- Paneled shutters

#### Italianate (late-19th century)

· Louvered shutters, especially operable louvers

#### Gothic Revival (late-19th century)

- · Paneled shutters, custom fit to pointed arch openings
- · Louvered shutters, operable or fixed

#### Queen Anne (late-19th century)

· Louvered shutters, usually operable

#### Neoclassical (early-20th century)

. Typically without shutters or with operable or fixed louvered shutters on side facades only

#### Bungalow/Craftsman/Arts and Crafts (early-20th century)

- · Typically without shutters or with shutters on side façades only
- . Operable louvered or paneled with Arts and Crafts motif

For more information regarding appropriate shutter styles for buildings, refer to the Guidelines for Building Types & Architectural Styles or contact the VCC Staff to discuss appropriate shutters for specific locations.

#### SHUTTER GUIDE

#### THE VCC REQUIRES:

- Installing shutters that are operable with the ability to open and, when closed, fill the entire door or window
- Installing period appropriate shutter hardware

#### THE VCC RECOMMENDS:

- Retaining, maintaining and repairing a historic wood
- Retaining and reusing historic shutter hardware

#### THE VCC DOES NOT ALLOW:

- Cutting an existing shutter into separate upper and lower sections unless the shutter is over 12-feet in height
- · Modifying a shutter to include the attachment of a screen or plastic panel
- Cutting an opening in a shutter for mechanical or ventilation equipment (with the exception of a modest mail slot opening)
- Installing louvers in a shutter where they did not exist historically
- Installing a shutter that does not replicate the dimensions and proportions of historic wood shutter
- Installing a fixed, Bermuda or roll-down hurricane shutter (Refer to Storm Protection, page 07-16)
- Installing shutters in a location where they would not have existed historically

#### **Shutter Review**

Install or replace an operable wood shutter, sized to opening and appropriate to building style with stylistically compatible hardware





Install shutters where none exist; Install an inappropriate shutter or shutter hardware



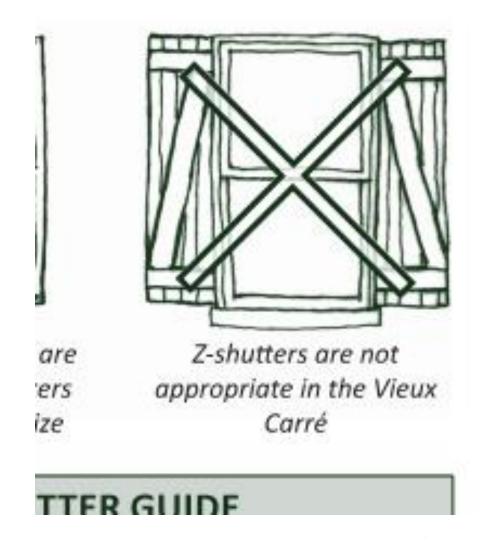
Architectural Committee

Staff Vieux Carré Commission - Guidelines for Windows & Doors 07-15

921 Chartres – From Guidelines







921 Chartres – From Guidelines



3200 Veterans Memorial Blvd. ste. A Metairie, La 70002

Phone (504) 214-5026 Fax (504) 469-3571

August 17, 2020

## **Estimate**

# Repairs

Here is an estimate for your property located at 921 Chartres St., New Orleans, La.

Exterior Repairs:

Remove and replace approx. 220 ft of lower rail, handrail, spindles, and posts as needed to conform to current VCC guidelines

Prime and paint as needed new materials

Remove and replace approx. 612 ft of 6" half round gutters and downspouts

Profit and overhead:

Materials and labor: \$118,360.00

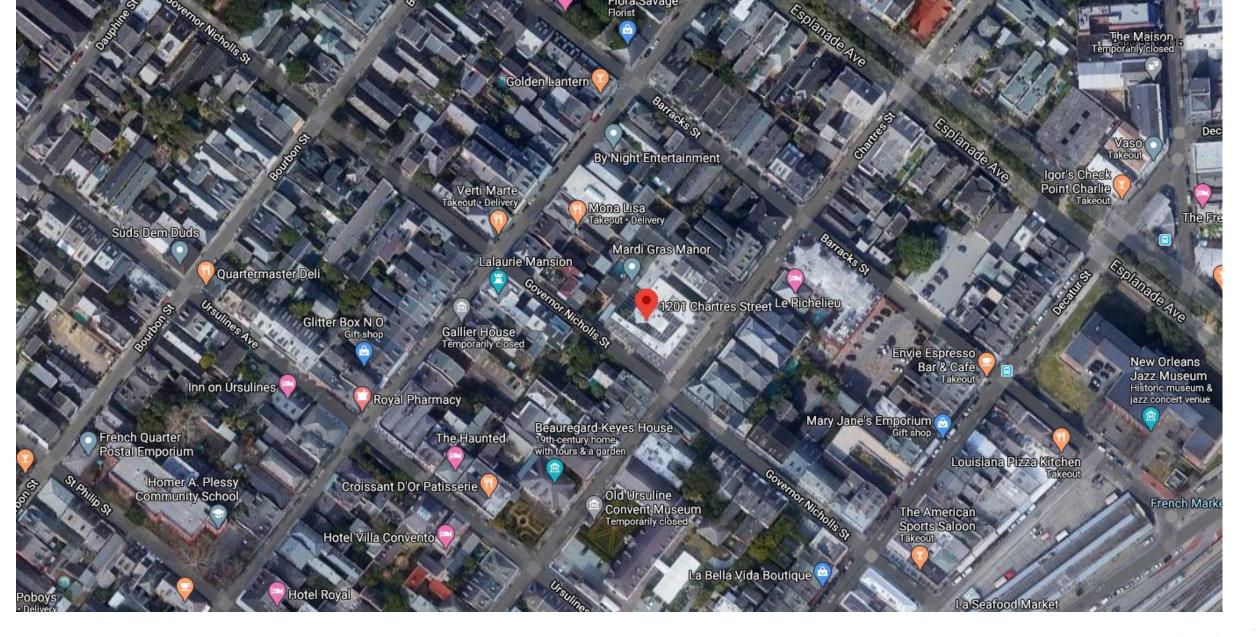
Total: \$118,360.00

Thank you Samuel Zavala 214-5026































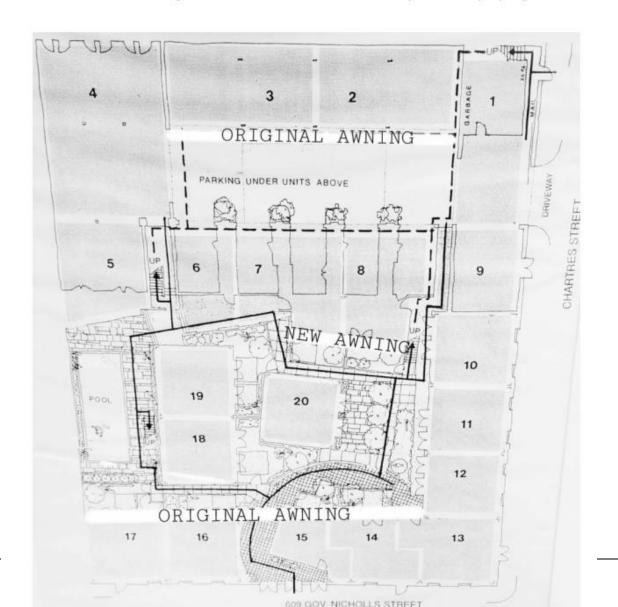




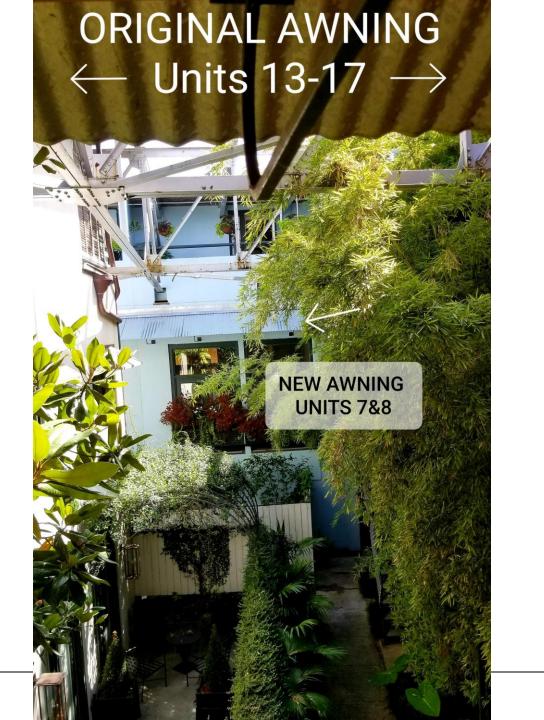
# Stella Maris - 1201 Chartres Street

This is a ground map showing the locations of the "Vol au Vent" awnings. The original awnings are located over Units 2 & 3 as well as Units 13 - 17. The new awning is located over Units 7 & 8.

All of the awnings are located within the interior courtyard of the property.



























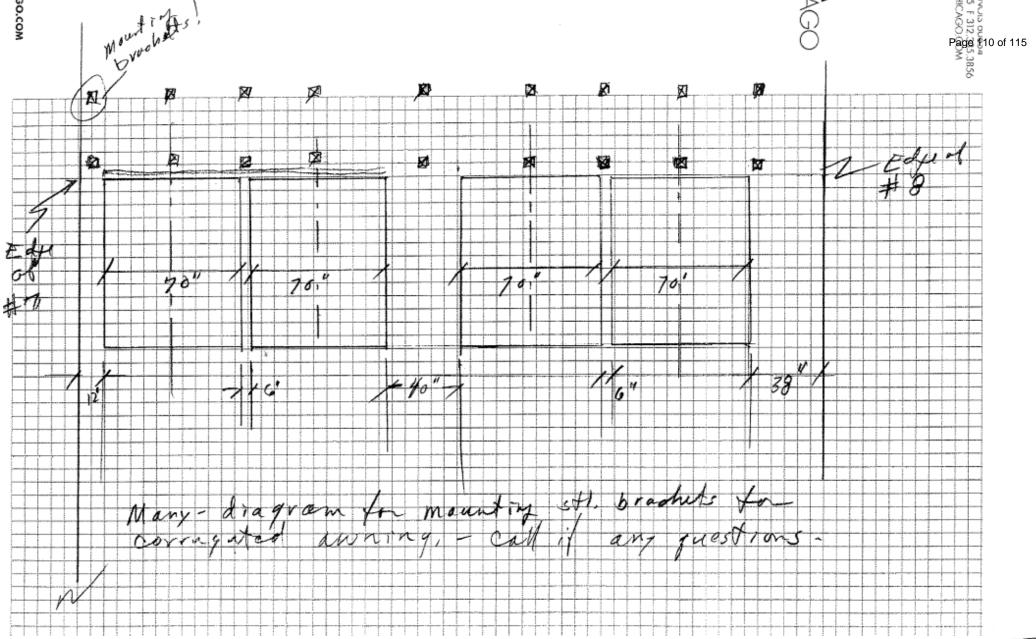
1201 Chartres



1201 Chartres









# ROBERT BODET ARCHITECT 41 VERSAILLES BOULEVARD NEW ORLEANS, LA 70125

Mr. Bryan Block Executive Director Vieux Carre Commission. CITY OF NEW ORLEANS.

VIA E-MAIL c/o ngalbrecht@nola.gov

RE:1201 Chartres St: 20-31834-VCGEN

Dear Mr. Block and Members of The Commission:

Please consider my request for your Appeal of the Architecture Committee approval to retain a corrugated metal awning installed above Units 7 and 8 at Stella Maris Condominiums, 1201 Chartres Street.

The purpose of my request is to ask that the application be returned to the Committee for modifications to the design currently being considered for the reasons outlined here below:

The application submitted as 1201 Chartres St: 20-31834-VCGEN (attached), represents that the awning design "duplicates the existing awning protecting Units 2, 3, 13, 14, 15, 16, and 17", it in fact does not "duplicate" the design, nor does it "protect" in its present form or function.

In the first instance, the awning constructed does not duplicate the awning protecting Units 2 and 3 as suggested and as is illustrated in the photographs here. It is inferior in its design, its material and its function. In the second case, it does not "protect" the space beneath it, but to the contrary actually compounds the

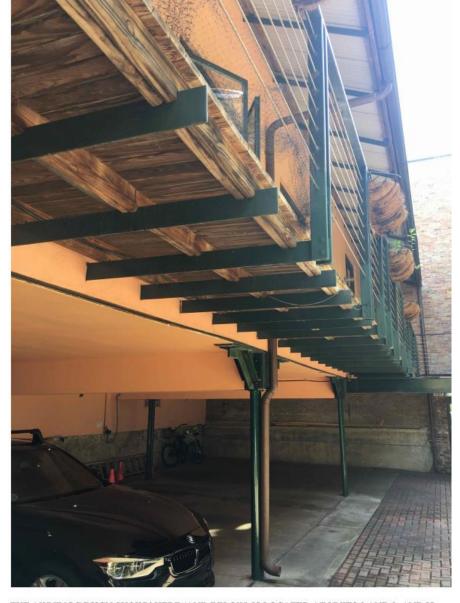
I respectfully request the application be returned to the Architectural Review Committee for modifications.

Thank you for your consideration,

Robert Bodet as agent for David Trautenberg Owner, Unit Number 7

1201 Chartres – Materials from Appellant





THE AWNING DESIGN SHOWN HERE (AND BELOW) IS LOCATED AT UNITS 2 AND 3, AND IS LOCATED IMMEDIATELY ACROSS THE DRIVE FROM THE FRONT DOORS OF UNITS 7 AND 3 THE AWNING INCORPORATES A COPPER GUTTER AND DOWNSPOUT THAT DIRECTS RAINFALL INTO A CONTROLLED SYSTEM OF SURFACE TO SUB-SURFACE DRAINAGE. THE DESIGN INTEGRATES THE CANTILEVERED FLAT BAR DESIGN FOUND HERE AND ELSEWHERE THROUGHOUT THE COMPLEX.

1201 Chartres – Materials from Appellant











THE AWNING DESIGN BEING APPEALED IS SHOWN ABOVE UNITS 7 and 8. IT EMPLOYS CORRUGATED METAL ON UNPAINTED WOODEN PURLINS ON METAL BRACKETS. THE DESIGN FOCUSES RAINWATER DIRECTLY INTO THE CENTER OF THE PRIVATE PATIO BELOW IT, RATHER THAN OUT-AND-AWAY, OR INTO A CONTROLLED GUTTER AND DOWNSPOUT SYSTEM AS IT COULD.

1201 Chartres – Materials from Appellant





THE AWNING DESIGN SHOWN HERE IS LOCATED ACROSS, NOT VISIBLE FROM, AND ON THE OPPOSITE SIDE OF THE COMPLEX FROM THE AWNING PROPOSED AT UNITS 7 AND 8. THE AWNING DESCRIBED IN THE APPLICATION, AS PROTECTING UNITS 13, 14, 15, 16 AND 17, ACTUALLY "PROTECTS" THE BALCONIES AND PATIOS OF THOSE UNITS, WITH RAINWATER DIRECTED OUT-AND-OVER THE SIDES OF THE BALCONIES AND PATIOS OF THOSE UNITS. THIS IS AN ALTOGETHER DIFFERENT ARRANGEMENT FROM THE ATTEMPTS OF THE AWNING IN DISPUTE ABOVE UNITS 7 AND 8.