

EXHIBIT "D"

BY-LAWS

ARTICLE I.

PLAN OF UNIT OWNERSHIP

Section 1. Applicability. These By-Laws provide for the governance of the Condominium* pursuant to the requirements of LSA R.S. 1123.106. The property, located in Jefferson Parish, Louisiana, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration in the Conveyance Records of Jefferson Parish, Louisiana.

Section 2. Compliance. Pursuant to the provisions of LSA R.S. 9:1124.115, every Unit Owner and all those entitled to occupy a unit shall comply with these By-Laws.

Section 3. Office. The office of the Condominium, the Unit Owners' Association and the Board of Directors shall be located at the property or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II.

UNIT OWNERS' ASSOCIATION

Section 1. Composition. The Unit Owners' Association shall consist of all the Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Declaration and these By-Laws. For all purposes, the Unit Owners' Association shall act merely as an agent for the Unit Owners as a group. The Unit Owners' Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners' Association by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Unit Owners' Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these By-Laws.

Section 2. Annual Meetings. Subject to the provisions of Section

* Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these By-Laws are attached as Exhibit "D", or, if not defined therein, the meanings specified for such terms in LSA R.S. 9:1121.103.

13 of this Article, an annual meeting of the members shall be held every year within thirty (30) days of the beginning of the fiscal year, for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting of the members. At such meeting, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. So long as the Developer shall own more than 18 units (but in no event later than sixty (60) months after the date of recordation of declaration), the Developer shall be entitled to designate the members of the Board of Directors. Upon election by the Developer to terminate their control of the Condominium, the first annual meeting of the members shall be called for at a time and place set by the Board of Directors.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at the principal office of the Unit Owners' Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings. The President shall call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than fifty (50%) percent of the aggregate percentage interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners at least twenty-one (21) days, but not more than thirty (30) days, and of each special meeting of the Unit Owners at least seven (7) days, but not more than thirty (30) days, prior to such meetings, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article VII. of the By-Laws shall be considered service of notice.

Section 6. Adjournment of Meetings. If at any meeting of the Unit Owners' Association a quorum is not present, Unit Owners of a majority of the percentage interests who are present at such meeting in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Unit Owners' Association shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Report of Board of Directors.

f. Reports of committees.

g. Election or appointment of inspectors of election (when so required).

h. Unfinished business.

i. New business.

Section 8. Title of Units. Title to a unit may be taken in the name of one (1) or more persons, in any manner permitted by law. The Unit Owners' Association may acquire, hold and transfer full legal title to one (1) or more condominium units in the Condominium in its own name but only if the unanimous consent of the members of the Association is obtained.

Section 9. Voting. Voting at all meetings of the Unit Owners' Association shall be on a one (1) vote per unit basis. Where the ownership of a unit is in more than one (1) person, the person who shall be entitled to cast the vote of such unit shall be the person named in a certificate executed by all of the owners of such unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such unit shall be the person owning such unit who is present. If more than one (1) person owning such unit is present, then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these By-Laws, such approval shall be made only by the person who would be entitled to cast the vote of such unit at any meeting of the Unit Owners' Association. Except where a greater number is required by the Condominium Act, the Declaration or these By-Laws, the owners of more than fifty (50%) percent of the aggregate percentage interest in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to adopt decisions at any meeting of the Unit Owners' Association. Any specified percentage of the Unit Owners means the Unit Owners owning such percentage interest in the aggregate. If the Declarant owns or holds title to one (1) or more units, the Declarant shall have the right at any meeting of the Unit Owners' Association to cast the votes to which such unit or units are entitled. No Unit Owner may vote at any meeting of the Unit Owner's Association or be elected to or serve on the Board of Directors if the Unit Owners' Association has perfected a privilege against his unit and the amount necessary to release such privilege has not been paid at the time of such meeting or election.

Section 10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only

upon actual receipt by the person presiding over the meeting or notice of revocation from any of the persons owning such unit. Except with respect to proxies in favor of Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

Section 11. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners of fifty (50%) percent or more of the total votes shall constitute a quorum at all meetings of the Unit Owners' Association.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners' Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as Parliamentarian at any meeting of the Unit Owners' Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of Unit Owners' Association when not in conflict with the Declaration, these By-Laws or the Condominium Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

Section 13. Initial Meetings. Until 60 months after recordation of Declaration, or until the Developers of the Condominium have completed and sold 73 of the units of the Condominium, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

ARTICLE III.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Unit Owners' Association shall be governed by a Board of Directors. Until 60 months after recordation of Declaration, or until the Developers have sold 73 units of the Condominium, whichever shall first occur, the first Directors of the Association named in the Articles of Incorporation shall serve, and in the event of vacancies, the remaining Directors shall fill the vacancies, and if there are no remaining Directors, the vacancies shall be filled by the Developers. The Board of Directors shall be composed of not less than four (4), nor more than seven (7) persons, as determined by the members of the Association, all of whom shall be Unit Owners or spouses of Unit Owners, mortgagees or designees of mortgagees. In addition, the Declarant shall have the right to appoint two (2) of the seven (7) initial Directors in order to facilitate a smooth transition to the new Board. One (1) director shall be appointed for a one (1) year term, and one (1) for a two (2) year term. The appointed Directors shall have all powers, including voting as a regular Director. The Developer shall have the right to replace the appointed Directors until the expiration of their respective terms.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations shall not be in conflict with the Condominium Act, the Declaration or these By-Laws. In addition to the duties imposed by these By-Laws or by any resolution of the Unit Owners' Association that may hereafter be adopted, the Board of Directors shall, on behalf of the Unit Owners' Association:

- a. Prepare an annual budget, in which there shall be established the assessments of each Unit Owner for the Common Expenses.
- b. Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.
- c. Provide for the operation, care, upkeep, and maintenance of all of the property and services of the Condominium.
- d. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide service for the property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the property.
- e. Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the property.
- f. Make and amend the Rules and Regulations.
- g. Open bank accounts on behalf of the Unit Owners' Association and designate the signatories thereon.
- h. Make, or contract for the making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- i. Enforce, by legal means, the provisions of the Declaration, these By-Laws and the Rules and Regulations and act on behalf of

the Unit Owners with respect to all matters arising out of any eminent domain proceedings.

j. Obtain and carry insurance against casualties and liabilities, as provided in Article VIII. of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

k. Pay the cost of all authorized services rendered to the Unit Owners' Association and not billed to Unit Owners of individual units.

l. Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the property, and the administration of the Condominium specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days at the time and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once every year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

m. Notify a mortgagee of any default hereunder by the Unit Owner of the unit subject to such mortgage, in the event such default continues for a period exceeding thirty (30) days.

n. Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Elements, provided, however, that the consent of at least two-thirds (2/3) in number and in percentage interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to borrow any sum in excess of five thousand and no/100 (\$5,000.00) dollars.

o. Acquire, hold and dispose of condominium units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Unit Owners' Association and the purchase is approved by all of the members of the Unit Owners' Association.

p. Furnish a "Certificate of Resale" within ten (10) days after receipt of a written request from any Unit Owner.

q. Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these By-Laws which the Board of Directors may be authorized to do by a resolution of the Unit Owners' Association.

Section 3. Election and Term of Office.

- a. At the first annual meeting of the Unit Owners' Association, the term of office of two (2) of the members elected or appointed to the Board of Directors shall be one (1) year, the term of two (2) of the members elected or appointed shall be two (2) years, and the term of three (3) of the members elected shall be three (3) years. One of the 1 year term and one of the 2 year term directors shall be appointed by the Declarant. At the expiration of the initial term of office of each member of the initial Board of Directors, each successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors have been elected by the Unit Owners' Association.
- b. Persons qualified to be members of the Board of Directors may be nominated for election only as follows:
 1. Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by a Unit Owner and a statement that the person is willing to serve on the Board of Directors. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; or
 2. Nominations may be submitted from the floor of the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one (1) person has been nominated by petition.

Section 4. Removal or Resignation of Members of the Board of Directors. Except with respect to directors designated by Declarant, at any regular or special meeting duly called, any one (1) or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon disposition of his unit.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners' Association, shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the annual meeting of the Unit

Owners' Association. The Developer shall designate the successor to any resigned or removed member previously designated by the Developer.

Section 6. Organization Meetings. The first meeting of the Board of Directors following the annual meeting of the Unit Owners' Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Unit Owners' Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail or telegram, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail or telegram, which notice shall state the time, place and purpose of the meeting. On the written request of at least two (2) Directors, special meetings of the Board of Directors shall be called by the President or the Secretary in the same manner and with the same notice as above required.

Section 9. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. After the initial Board of Directors, the Board of Directors may obtain and maintain adequate fidelity bonds in an amount as determined by the Board of Directors

to protect against the dishonest acts on the part of the Officers, Directors and employees of the Unit Owners' Association, handling or responsible for condominium funds. The premiums on such bonds shall constitute a Common Expense. Such fidelity bonds shall:

- a. Name the Unit Owners' Association as an obligee;
- b. Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
- c. Provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the mortgagees.

Section 12. Compensation. Directors' and Officers' fees, if any, shall be determined by the members of the Association.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these By-Laws or the Condominium Act.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners' Association.

- a. The officers and members of the Board of Directors shall not be liable to the Unit Owners' Association for any mistake of judgement, negligence or otherwise, except for their own willful misconduct or bad faith. The Unit Owners' Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers of the Board of Directors on behalf of the Unit Owners' Association unless such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act, the Declaration or these By-Laws, except to the extent that such liability is covered by directors' and officers' liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners' Association.

The liability of any Unit Owner (only as it relates to all other Unit Owners in the Condominium) arising out of any contract made by the officers or Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors or Officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a percentage interest therein or for liabilities incurred by the Unit Owners' Association, shall be limited to the total liability multiplied by his percentage interest. Every agreement made by the Officers, the Board of Directors or the managing agent on behalf of the Unit Owners' Association shall, if obtainable, provide that the Officers, the members of the Board of Directors or the managing agent, as the case may be, are acting only as agents for the Unit Owners' Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his percentage interest.

b. The Unit Owners' Association shall not be liable for any failure of water supply or other services to be obtained by the Unit Owners' Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Condominium Unit, or by any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners' Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners' Association to comply with any law, ordinance or directive of any municipal or other governmental authority.

Section 16. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its Directors, or between the Unit Owners' Association and any corporation firm or association (including the Developer) in which any of the Directors of the Unit Owners' Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board of Directors or any committee thereof which authorized or approves the contract or transaction, or because his vote is counted for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

a. The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

b. The fact of the common directorate or interest is disclosed or known to at least a majority of the Unit Owners (by percentage), and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

c. The contract or transaction is commercially reasonable to the Unit Owners' Association at the time it is authorized, ratified, approved or executed.

Any common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committees thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract with like force and effect as if such Director were not so interested.

Section 17. Covenants Committee. The Board of Directors may establish a Covenants Committee, consisting of three (3) or five (5) members appointed by the Board of Directors, each to serve for a term of one (1) year, in order to assure that the Condominium shall always be maintained in a manner:

- a. Providing for visual harmony and soundness of repair;
- b. Avoiding activities deleterious to the esthetic or property values of the Condominium;
- c. Furthering the comfort of the Unit Owners and their invitees; and
- d. Promoting the general welfare of the Condominium community.

Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Condominium instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the condominium instruments, Rules and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and a vote of a quorum of the Board of Directors may modify or reverse any such action, ruling or decision.

Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority, either generally or in a case by case basis by vote of a quorum thereof. The

Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

ARTICLE IV.

OFFICERS

Section 1. Designation. The executive officers of the Association shall be a President and a Vice-President, both of whom shall be Directors, and a Treasurer and a Secretary, who need not be Directors. All officers shall be elected annually by the Board of Directors and may be preemptorily removed by vote of the Directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

Section 2. Election of Officers. The officers of the Unit Owners' Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The president shall be the Chief Executive Officer of the Unit Owners' Association; preside at all meetings of the Unit Owners' Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of President of a not-for-profit corporation organized under the Louisiana Not-For-Profit Corporation Act including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may, in his discretion, decide is appropriate to assist in the conduct of affairs of the Unit Owners' Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the president nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners' Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Unit Owners and mortgages hereunder shall be delivered; and, in general, perform all the duties incident to the office of Secretary of a non-profit corporation organized under the Louisiana Not-For-Profit Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for Unit Owners' Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Unit Owners' Association or the managing agent, in such depositories as may from time to time be designated by the Board of Directors; and in general, perform all the duties incident to the office of Treasurer of a non-profit corporation organized under the Louisiana Not-For-Profit Corporation.

Section 8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners' Association for expenditures or obligations in excess of Two Thousand and No/100 (\$2,000.00) Dollars shall be executed by any two (2) persons designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand and No/100 (\$2000.00) Dollars or less may be executed by any one (1) person designated by the Board of Directors.

Section 9. Compensation of Officers. The compensation of all employees of the Association, including officers, if it is determined that the officers are to be paid, shall be fixed by the Board of Directors.

ARTICLE V.

ASSESSMENTS AND FISCAL MANAGEMENT

Section 1. On or before the 15th day of January of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total amount required for the cost of wages, materials, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management and maintenance of the Condominium Property, together with reasonable amounts considered by the Board to be necessary for the reserves hereinafter established. On or before the 15th day of January of each year, the Board shall give each Unit Owner a copy of the Proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the unit, which assessments shall be fixed in accordance with the provisions of the Condominium Declaration. If the budget or proposed assessments are amended, a copy of the amended budget or statement of assessments shall be furnished each Unit Owner concerned.

Section 2. The failure or delay of the Board of Directors to prepare or to transmit to Unit Owners an annual budget or statement of assessments shall not constitute a waiver or release in any manner of any Unit Owner's obligation to pay assessments against his until, whenever the same shall be determined, and in the absence of an annual budget or statement of assessments, each Unit Owner shall continue to pay the existing monthly installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.

Section 3. In the event that the annual budget and the assessments made pursuant thereto prove to be insufficient for any reason, including non-payment of any assessment, the annual budget and assessments therefore may be amended at any time by the Board of Directors and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section 1 of this Article.

Section 4. When the first Board of Directors takes office, it shall forthwith determine the annual budget for the period commencing thirty (30) days after such taking of office and ending on the last day of the same calendar year. Assessments shall be levied during this period as provided in Section 1 of this Article and in the Condominium Declaration.

Until sixty (60) months after recordation of Declaration, or until the Developers have sold 73 units, or until the Developers elect to terminate their control of the Condominium, whichever shall first occur, the Board of Directors may omit from the annual budget allowances for any and all reserves and contingencies.

The Developer, as the Agent of the Board of Directors, will collect from each initial purchaser at the time of settlement. A one month advance on the monthly condominium fee.

Section 5. The annual budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

a. Current Expenses, which shall include all funds used and expenditures to be made within the year for which the funds are budgeted to pay current Common Expenses for the maintenance and management and operation of the Condominium Property, including reasonable amounts for contingencies related to such expenses.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually.

c. Reserves for Obsolescence and Replacements, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation or obsolescence.

d. Reserve for Alterations and Improvements, which shall include funds for such alterations or improvements to the Common Elements which may have been authorized in accordance with the Condominium Declaration and for additional movable property needed in the management and operation of the Condominium Property and which will become part of the Common Elements.

e. Reserve for Bad Debts, which shall include funds to offset reasonably anticipated defaults in payments of assessments and other obligations due to the Association.

f. Reserve for Taxes, which shall include funds to pay any taxes, including income taxes, levied against the Association, but not any taxes or assessments levied against individual units Unit Owners.

g. Working Capital, which shall include funds necessary to provide sufficient cash to the Association to pay current obligations as they become due.

The Board of Directors, in its absolute discretion, may establish from time to time, such other accounts or budget classifications as it may deem appropriate for proper administration of the Condominium Property.

Section 6. Extraordinary or emergency expenditure not originally included in the annual budget which may become necessary shall be first charged against any appropriate reserves available for such contingencies, and to the extent such reserves are unavailable or inadequate, the Board of Directors may levy an additional assessment against Unit Owners. Such assessments shall be made only upon written notice to and approval of Unit Owners entitled to cast more than fifty (50%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Directors may levy against units and Unit Owners shall be made, apportioned and collected in the manner set forth in those provisions of the Condominium Documents or law authorizing the same or in the action of the Board in making the assessment, and in lieu thereof, in the same manner as provided in Section 1 of this Article.

Section 7. On or before the date of the annual members' meeting of each year, the Board of Directors shall provide all Unit Owners with a copy of an audit or itemized accounting of the Common Expenses actually incurred and paid for the preceding year, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be Common Surplus and shall be apportioned among the Unit Owners as provided in the Condominium Declaration and shall be credited to each Unit Owner's next monthly installment against assessments for the current year, until exhausted. Any net shortage shall, at the option of the Board, either be accounted for in the annual budget for the current year or added to each owner's assessment for the current year to be paid

with the installments against assessments due in the six (6) months immediately succeeding the rendering of the accounting.

Section 8. The Treasurer shall keep full and correct books of account, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any Unit Owner, any representative of a Unit Owner duly authorized in writing or the mortgagee of any unit at such reasonable time or times during normal business hours as may be requested by the Unit Owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each unit which shall be kept current at all times and which shall show:

- a. The name and address of the Unit Owner or Owners, and the mortgagee of the unit, if any;
- b. The account and due date of all assessments pertaining to the unit;
- c. All amounts paid on account; and
- d. Any balance due.

Upon written request by a Unit Owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such Unit Owner.

Section 9. All installments on assessments shall be payable to the order of Upper Pontalba of Old Metairie Condominium Association, Inc., and shall be paid at the principal office of the Association or to such other person or entity and at such other place as the Board of Directors may from time to time designate.

Any installment on any assessment for Common Expenses not paid within ten (10) days after the date when due shall be delinquent as of the eleventh (11th) day after the due date. There will be due a late charge of \$25.00 as of that time. Not later than eighty-three (83) days after any such assessment becomes delinquent, the Treasurer or Secretary shall serve upon the Unit Owner liable for such delinquent installment a sworn detailed statement of the Association's claim for any or all delinquent installments on assessments for Common Expenses. Such statement shall be executed by the Treasurer or Secretary in authentic form or shall be duly acknowledged before a Notary Public and shall be either personally delivered or sent by registered mail to the responsible Unit Owner. In the event that payment is not forthcoming, the Secretary or Treasurer shall, no later than ninety (90) days after the date on which the installment becomes delinquent, take necessary measures to file in the records of the Recorder of Mortgages for the Parish of Jefferson, a claim of lien on behalf of the Association against the condominium parcel liable for such assessment. The claim of lien shall be signed and verified by affidavit of any Director or Officer of the Association and shall include:

- a. A description of the condominium parcel, by reference to the Condominium Declaration, the unit designation and any other information necessary for proper identification;
- b. The name of the record Unit Owner;
- c. The amount of all delinquent installments of payments of assessments for Common Expenses; and
- d. The date on which the said installments or payments became delinquent.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in Jefferson Parish. Any such suit must be filed before the expiration of one (1) year, after the date of recordation of the inscription of the Lien in the office of the Recorder of Mortgages for the Parish of Jefferson.

Section 10. Any Unit Owner who mortgages his unit shall notify the Secretary of the name and address of his mortgagee. The secretary shall maintain such information in a special book or file. Whenever so requested in writing, the Treasurer will promptly report to a mortgagee of a unit any unpaid assessments or other default by the owner of such unit. A copy of any notice of default sent by the Association to a Unit Owner shall also be sent to the mortgagee of the unit whose name and address has theretofore been furnished to the Association.

Section 11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by resolutions of the Board of Directors. All funds collected by the Association from assessments may be co-mingled in a single fund, but they shall be held for the Unit Owners in the respective shares in which they are paid and credited to accounts from which shall be paid the expenses for which the respective assessments were made.

Section 12. Unless all mortgages shall have given their prior written approval, neither the Unit Owners' Association nor any Unit Owner shall:

- a. Change the percentage interest of any obligation of any Unit Owner;
- b. Subdivide, partition or relocate the boundaries of any unit encumbered by a mortgage or the Common Elements of the Condominium;
- c. By act or omission, withdraw the submission of the property to the Condominium Act, except as provided by the condominium instruments or the Condominium Act;

- d. Abandon or terminate the project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;
- e. Materially amend the declaration or the By-Laws, including, but not limited to any amendment which would change the percentage interests of the Unit Owners in the project;
- f. Effectuate any decision by the Unit Owners' Association to terminate professional management and assume self-management of the project.

Section 13. All mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat. All such mortgagees shall have the right to examine the books and records of the condominium during normal business hours and to require the submission of annual audited financial reports and other budgetary information within ninety (90) days following the end of any fiscal year. They shall also receive written notice of all meetings of the Unit Owners' Association and be permitted to designate a representative to attend all such meetings.

ARTICLE VI.

ARBITRATION

Section 1. Any question or issue in controversy (the "controversy"), other than the due payment of any assessment required to be paid to the Association, arising between two (2) or more Unit Owners or between one (1) or more Unit Owners and the Association or its Board of Directors, or the Developer, or the employees and agents of either, concerning the administration of the Condominium Property shall, at the written request of any party to such controversy delivered to the other party thereto, be submitted to arbitration.

Section 2. Upon request of any party for submission of a controversy to arbitration, each party thereto shall elect one (1) arbitrator each and notify the other party or parties in writing of such choice. The arbitrators respectively selected by the parties to the controversy shall meet as promptly as practicable after their appointment and, with all reasonable dispatch, shall determine the controversy. In the event that the arbitrators cannot agree upon the matter in dispute, and if there is an even number of arbitrators so that the decision of a majority of the arbitrators cannot be obtained, then the appointed arbitrators shall choose another arbitrator so that there shall be an even number of arbitrators, and the decision shall thereafter be based on the determination of a majority of such arbitrators. If within a period of ten (10) days after the party seeking the arbitration has selected an arbitrator and notified the other party or parties of such choice, the other party shall fail to select an arbitrator or arbitrators, or, if within a period of thirty (30) days after the appointment of all

arbitrators by the parties, the arbitrators do not agree upon the matter in dispute, or upon the selection of another arbitrator as herein provided, the appointment of arbitrators and the determination of the controversy shall be made in accordance with the rules of the American Arbitration Association, the award rendered by the arbitrator or arbitrators to determine the matter in dispute which award shall be binding upon all parties to the controversy. Judgement upon the award rendered by the arbitrator or arbitrators may be entered by any court having jurisdiction thereof.

Section 3. The award of the arbitrators shall be in writing and a copy thereof shall be delivered to each party to the controversy and to the Secretary for filing in the records of the Association. The decision of the arbitrators shall be final, and the parties to the controversy shall be bound thereby. All expences attendant to the arbitration, including the fee of the arbitrators, shall be borne by the parties to the controversy, as may be determined by the arbitrators whose decision, except with respect to their fees, shall also be final.

ARTICLE VII.

NOTICES

Section 1. Any notice required by the Condominium Documents or by law to be given in writing by any Unit Owner to another Unit Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Unit Owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified mail, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, with respect to the Association, and to the last address of such Unit Owner, Association member or other person appearing in the records of the Association.

Section 2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

ARTICLE VIII.

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Condominium Declaration, the Articles of Incorporation or these By-Laws or with the laws of the State of Louisiana.

ARTICLE IX.

AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposal amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval by a vote of two-thirds (2/3) of the entire membership. Members not present at the meetings considering the amendment may express their approval in writing thereafter. Until the first election of Directors by the members at an annual meeting, By-Laws may be approved by the unanimous vote of the Directors.
3. An amendment may be proposed by either the Board of Directors or by any member of the Association.
4. An amendment when adopted as set forth in Number 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted, is recorded in the Conveyance Records of Jefferson Parish, Louisiana, in the same manner as recordation of the original Condominium Declaration to which the original By-Laws are annexed as an exhibit.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Condominium Declaration and the requirements of law.
6. No amendment shall discriminate against any Unit Owner (including the Developer) or against and unit or class or group of units unless the Unit Owners so affected shall consent.
7. No amendment to these By-Laws shall operate to change any unit nor the share in the Common Elements or other rights appurtenant to the unit, nor increase the owner's share of the Common Expenses, nor change the voting rights of members, unless the record owner of the unit concerned and all record mortgagees thereof shall join in the execution of the amendment.

ARTICLE X.

CONSTRUCTION

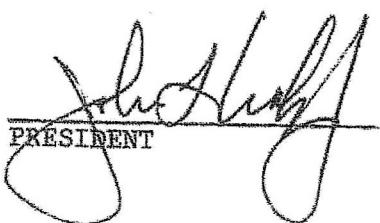
These condominium instruments are intended to comply with all of the applicable provisions of the Louisiana Condominium Act and shall be so interpreted and applied.

The foregoing were adopted as the By-laws of Upper Pontalba of Old Metairie Condominium Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 6th day of April, 1989.

Clare C. DiPal
SECRETARY

APPROVED:


John H. Hulsey
PRESIDENT