

**FIRST AMENDED  
BY-LAWS  
OF THE  
COTTON MILL CONDOMINIUM  
ASSOCIATION, INC.**

\* UNITED STATES OF AMERICA  
\*  
\* STATE OF LOUISIANA  
\*  
\* PARISH OF ORLEANS

The By-Laws of the Cotton Mill Condominium Association, Inc. were adopted by the Board of Directors on September 30, 1996. Pursuant to a resolution of the Board of Directors of the Cotton Mill Condominium Association, Inc., portions of the By-Laws of the Cotton Mill Condominium Association, Inc. are hereby amended, revised and restated as follows:

I.

Article III, Directors, Section 1, Board of Directors and Section 2, Election of Directors, subsections (a), (c) and (e) are hereby amended, revised and restated in their entirety and a subsection (j) is hereby added to provide as follows:

**ARTICLE III  
DIRECTORS**

1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of five directors, provided, however, that in the event there are fewer than five members, the Board of Directors may consist of the same number of directors as there are members. A member of the Board of Directors need not be a Unit Owner.

2. Election of Directors.

(a) After resignation or replacement of the original Directors, election of Directors shall be conducted at an annual or special members' meeting. Election shall be by a plurality of votes cast, each person voting being entitled to cast his votes for each vacancy to be filled. There shall be no

cumulative voting. Notwithstanding any provision in this Section, the By-Laws, Articles of Incorporation, or the Declaration, there shall always be a total of one Director elected by the Penthouse Unit owners (the "Special Director"). From those candidates running for the position of Special Director, the one candidate who receives the most votes of the owners of the Penthouse Units and if applicable, units in Unit II shall be elected to the Board, regardless of the number of votes the other candidates receive.

...

(c) Any Director except a Special Director, may be removed by concurrence of sixty-seven (67%) percent of the votes of the entire membership. Fifty (50%) percent of the Penthouse Unit Owners must also concur in the removal of any Special Director. In the event the Director removed from the Board is the Special Director elected by the owners of the Penthouse Units, the Board shall fill the vacancy with a member who represents the owners of the Penthouse Unit. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

...

(e) Regular or special 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. After the date set forth in Section 3(d) hereof, meetings of the Board shall be held at least once every calendar quarter. Notice of all meetings shall be given to each Director, personally or by mail or by telecopier, at least three (3) days prior to the day named for such meeting unless such notice is waived.



...

(j) Notwithstanding the provisions of this section, the By-Laws, Articles of Incorporation and Condominium Declaration for the Cotton Mill Condominiums, the election of the Special Director shall take place (i) at the earlier of the first day of the fourth month after the date the Declarant, its successors or assigns, have completed the sale of 14 of Penthouse Units; (ii) the fifth anniversary of the first sale of a Penthouse Unit; or (iii) the date Declarant elects to transfer responsibility for governance of the condominium to the Association. Further, notwithstanding any provision of the By-Laws, Articles of Incorporation of the Cotton Mill Condominiums Association, Inc., or the Condominium Declaration for the Cotton Mill Condominiums, the election of the Special Director provided for in Paragraph 2, subsection (a) of the By-Laws may not be amended without the unanimous consent of the Penthouse Unit Owners.

The By-Laws are hereby corrected to give the proper designations of the sections in Article III, Directors, page 8, the last two paragraphs were designated as subsections (d) and (e) incorrectly, and should be designated as subsections (h) and (i). Further, the next sections, Powers of the Board and Management Agreement are incorrectly designated as Sections 4 and 5 respectfully in the original By-Laws, and should be designated as Section 3, Powers of the Board and Section 4, Management Agreement.

II.

Article V, Assessments and Fiscal Management, Section 2, Nonproportional Assessments, and Section 5, Budget Items, subsection (f) Working Capital, are hereby amended, revised and restated to provide as follows:

...

2. **Nonproportional Assessments.** The Board may only make nonproportional Assessments as provided in the Condominium Declaration.

...

5. **Budget Funds.**

(f) **Working Capital,** including funds necessary to provide sufficient cash to the Association to pay current obligations as they become due.

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

III.

Article VIII, Notices, Section 1, Delivery, is hereby amended, revised and restated to provide as follows:

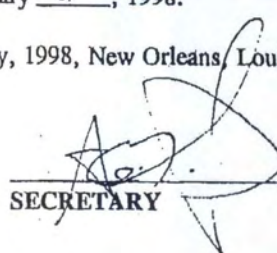
1. **Delivery.** Any notice required by the Condominium Documents or by law to be given in writing by any Unit Owner to another Unit Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Unit Owner, Association member, or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified, addressed to the registered



office of the Association, as filed with the Louisiana Secretary of State, and to the last address of such Unit Owner, Association member, or other person appearing in the records of the Association. Notice shall be deemed to have been given upon the date of personal delivery or deposit in the United States Mail in the manner aforesaid. Notice may also be effected personally or by mail or telecopier.

I, the Secretary of the Cotton Mill Condominium Association, Inc. do hereby certify that the Amendment to By-Laws set forth above, were adopted by a unanimous consent of the Board of Directors of the Association on February 2<sup>nd</sup>, 1998.

Dated this 12<sup>th</sup> day of February, 1998, New Orleans, Louisiana.

  
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SECRETARY

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S&O'C File No. 1689.81  
February 11, 1998