

EXHIBIT A

CERTIFIED RESOLUTION OF THE
BOARD OF DIRECTORS OF
HISTORIC RESTORATION, INCORPORATED
IN ITS CAPACITY AS
THE SOLE GENERAL PARTNER OF
COTTON MILL LIMITED PARTNERSHIP

AND

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
COTTON MILL CONDOMINIUM ASSOCIATION, INC.

(see attached)

**CERTIFIED RESOLUTION OF THE
BOARD OF DIRECTORS OF
HISTORIC RESTORATION, INCORPORATED
IN ITS CAPACITY AS
THE SOLE GENERAL PARTNER OF
COTTON MILL LIMITED PARTNERSHIP**

The following resolution was adopted by the Board of Directors of Historic Restoration, Incorporated, a Louisiana corporation (the "Corporation"), by unanimous consent in accordance with the provisions of Section 81(C)(9) of the Louisiana Business Corporation Law:

BE IT RESOLVED, that M. Pres Kabačoff, Edward Boettner and A. Thomas Leonhard, Jr., or any of them acting individually, (the "Agent"), be and hereby is authorized, empowered and directed, for and on behalf of the Corporation, in its capacity as the sole General Partner of Cotton Mill Limited Partnership, a Louisiana limited partnership (the "Partnership") to execute in such capacity, as Agent may in his sole discretion consider appropriate in order to effectuate any of the matters described herein, the following documents:

1. The Second Amended and Completely Restated Condominium Declaration by Cotton Mill Limited Partnership with respect to Parcel I, Parcel II and Parcel III; and
2. Second Amended and Completely Public Offering Statement for The Cotton Mill Condominiums.

all such documents containing such terms and conditions, in addition to those, if any, specified in the description set forth above, as the Agent may in his sole discretion consider appropriate.

BE IT FURTHER RESOLVED, that Agent is further authorized and empowered generally to do any and all other acts for the Corporation in its capacity as the sole General Partner of the Partnership that the said Agent may in his sole discretion consider appropriate in order to effectuate any of the matters described herein, all upon such terms and conditions as the Agent may in his sole discretion consider appropriate, and all pursuant to such documents and instruments, containing such clauses and provisions, as the Agent may in his sole discretion consider appropriate, all such acts by the Agent being hereby ratified and confirmed as the acts of the Corporation for the Corporation itself and for the Corporation in its capacity as sole General Partner of the Partnership.

BE IT FURTHER RESOLVED, that any past actions by Agent with respect to any of the matters described herein, including but not limited to, any of the documents or instruments described hereinabove, are hereby ratified and confirmed as the acts and deeds of this Corporation for the Corporation in its capacity as sole General Partner in the Partnership.

CERTIFICATE

I, Antoinette C. Duracher, do hereby certify that I am the Secretary of Historic Restoration, Incorporated, a Louisiana corporation (the "Corporation") and that the above and foregoing is a true, correct and exact copy of resolutions which were adopted by Unanimous Consent of the Board of Directors of the Corporation dated June 29, 2004, and that said resolution has not been modified, amended, or rescinded and is now in full force and effect.

New Orleans, Louisiana, this 29th day of June, 2004.

By: Antoinette C. Duracher
Name: Antoinette C. Duracher
Its: Assistant Secretary

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
COTTON MILL CONDOMINIUM ASSOCIATION, INC.

I, Gary Zwain, do hereby certify that I am the Secretary of Cotton Mill Condominium Association, Inc., a Louisiana non-profit corporation (the "Association"), and that the following is a true, correct, and exact copy of the resolutions which were adopted by a majority of the Board of Directors of the Association (the "Board") at a special meeting of the Board held on the 29th day of June, 2004 and called for the purposes set forth herein, at which a quorum was present, as permitted by Louisiana Revised Statute 12:224(E)(7), and said resolutions have not been modified, amended or rescinded and are now in full force and effect as of the date hereof:

WHEREAS, Cotton Mill Limited Partnership, a Louisiana limited partnership ("CMLP"), as declarant in accordance with the provisions of The Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.), created a condominium known as the "Cotton Mill Condominiums" pursuant to that certain Act of Declaration by Cotton Mill Limited Partnership Creating and Establishing a Condominium Regime for Cotton Mill Condominiums dated September 30, 1996, registered in the Office of the Register of Conveyances of the Parish of Orleans at Conveyance Instrument Number 129219, COB 956, Folio 293, Notarial Archives Number 96-47068, as amended and restated in its entirety by that certain Amended and Restated Act of Declaration dated February 12, 1998, and registered in the Office of the Register of Conveyances of the Parish of Orleans on March 23, 1998 at Conveyance Instrument Number 155932, Notarial Archives Number 98-13073, as further amended by that certain First Amendment to Amended and Restated Act of Declaration dated October 28, 1998, and registered in the Office of the Register of Conveyances of the Parish of Orleans on November 4, 1998 at Conveyance Instrument Number 168266, Notarial Archives Number 98-50888 (a so amended, collectively, the "Condominium Declaration").

WHEREAS, the Association was organized pursuant to the Condominium Declaration, and by the filing its Articles of Incorporation with the Secretary of State of the State of Louisiana on September 30, 1996, as amended by that certain First Amendment To Articles of Incorporation, filed with the Secretary of State of the State of Louisiana on September March 5, 1998 (as so amended, the "Articles"), to administer the Cotton Mill Condominiums.

WHEREAS, CMLP currently owns 268 units of the Cotton Mill Condominiums, that are currently leased by CMLP as residential apartment units, all of which are designated as one unit in the Condominium Declaration, one "Unit 110" that is leased for certain communication purposes, one unit that contains the clock tower and one commercial unit, all of which units, together with undivided interests in the land and the related appurtenances and amenities, comprise the apartment project currently operated and comprise the apartment project currently operated and known as the "Cotton Mill Apartments".

WHEREAS, CMLP intends to completely amend and restate the Condominium Declaration by the filing of a certain Completely Restated Act of Declaration (the "Restated Declaration"), pursuant to which, a portion of the Cotton Mill Condominiums will be subdivided into separate condominium units susceptible of individual ownership and common elements, owned in indivision by individual condominium unit owners (the "Converted Units").

WHEREAS, in connection with the filing of the Restated Declaration, the Association will need to further amend its Articles, by the filing with the Secretary of State of the State of Louisiana, of a Second Amendment to the Articles (the "Second Amendment").

WHEREAS, the Cotton Mill Condominiums are presently served by two parking parcels located in Square 121 of the First District of the City of New Orleans, containing collectively parking spaces for 190 automobiles: (i) a parcel of immovable property currently owned by Historic Restoration Incorporated, a Louisiana corporation ("HRI"), partially improved as a parking lot containing 25 spaces (the "HRI Lot"); and (ii) a parcel or parcels of immovable, partially improved as a parking lot, adjacent to the HRI Lot and providing parking for 165 automobiles (the "Leased Lot", and together with the HRI Lot, collectively, the "Parking Lots").

WHEREAS, the HRI Lot, which PRU-HRI Cotton Mill Associates LLC, a Delaware limited liability company ("PRU-HRI"), intends to acquire from HRI, is subject to that certain Grant of Servitude and Parking Agreement established by HRI in favor of CMLP, dated September 30, 1996 and registered on that same day as Conveyance Office Instrument No. 129216 (the "HRI Parking Servitude").

WHEREAS, the Leased Lot, which is owned by Richard M. Cahn, is leased to HRI pursuant to that certain Lease by Richard M. Cahn in favor of HRI, an extract of which is dated March 14, 1994 and recorded as Conveyance Office Instrument 85799 (the "Parking Lease") and is subleased by HRI to CMLP pursuant that certain Sublease Agreement between HRI, as sublessor, and CMLP, as sublessee, dated September 30, 1996, an extract of which is dated September 30, 1996, and is recorded as Conveyance Office Instrument 129217 (the "Parking Sublease").

WHEREAS, the Parking Lots are also subject to that certain Servitude of Right of Use and Consent, by Dixie Machine Welding & Metal Works, Inc., in favor of HRI, dated August 31, 1996 (the "Right of Use") and that certain Restrictive Covenant and Servitude Running with the Land Subject to a Suspensive Condition, by Richard M. Cahn, dated September 30, 1996, and registered in the Office of the Register of Conveyances of the Parish of Orleans at CIN 129218 (the "Restrictive Covenant", and together with the Right of Use, the Parking Lease and the Parking Sublease, collectively, the "Parking Agreements").

WHEREAS, pursuant to that certain Limited Assignment of Agreements, by and between HRI and the Association, dated the 16th day of April, 1998, registered in the Office of the Register of Conveyances of the Parish of Orleans at Conveyance Instrument Number 157575, Notarial Archives Number 98-17895 (the "Limited Assignment"), HRI assigned to the Association a non-exclusive and limited right in and to all of the Parking Agreements.

WHEREAS, CMLP intends to contribute to PRU-HRI all of CMLP's right, title and interest in and to the Converted Units and certain other properties and rights, in exchange for, among other things, a membership in PRU-HRI, cash and other good and valuable consideration, and PRU-HRI intends to accept the contribution of the Converted Units by CMLP for the purposes of, among other things, offering the Converted Units for sale as individual condominium units (the "Contribution Transaction").

WHEREAS, in connection with the Contribution Transaction, PRU-HRI has requested that the Association deliver an estoppel letter to confirm, among other things, that CMLP is not currently in violation of the Condominium Declaration and to further confirm that CMLP is not delinquent in any dues owed to the Association (the "Estoppel").

WHEREAS, in connection with the Contribution Transaction, HRI intends to sell the HRI Lot to PRU-HRI, and CMLP intends to liquidate its assets and wind up its affairs, and to distribute its membership interest in PRU-HRI to HRI.

WHEREAS, in connection with the Contribution Transaction, prior to winding up its affairs, in order to replace the Limited Assignment and to vest and provide the Association with all rights to enforce the rights granted under the Parking Agreements, CMLP desires to assign to the Association all of Assignor's right in, to and under the Parking Agreements, and the Association desires to accept the same and to assume all of HRI's obligations thereunder, pursuant to an absolute Assignment of Agreements (the "Absolute Assignment").

NOW THEREFORE, BE IT RESOLVED, that Tara C. Hernandez (the "Agent"), as its duly authorized representative, be, and hereby is, authorized, empowered and directed, for and on behalf of the Association to negotiate, execute, deliver, and enter into any and all agreements, letters, instruments and documents and take all other actions, all upon such price, terms, and conditions, as the Agent may in her sole discretion consider necessary or appropriate, in order to effect the Absolute Assignment, to deliver the Estoppel, and if necessary or permitted, to join in the Restated Declaration, and to otherwise assist HRI, CMLP and PRU-HRI with the Contribution Transaction.

BE IT FURTHER RESOLVED, that by way of illustration, and without limiting the generality of any of the powers or authorities conferred upon the Agent under any of the foregoing resolutions, the Agent is further authorized and empowered to execute on behalf of the Association, the following documents:

1. The Second Amendment to the Articles;
2. The Absolute Assignment;
3. The Estoppel; and
4. The Restated Declaration.

All such documents containing such terms and conditions, in addition to those, if any, specified in the description set forth above, as the Agent, may in her sole discretion consider necessary or appropriate.

BE IT FURTHER RESOLVED, that Agent is further authorized and empowered and directed, in the name of and on behalf of the Association, without further action by the Board, to take or cause to be taken all additional actions and to execute and deliver all such other agreements, documents, instruments, or certificates which the said Agent may in her sole discretion deem necessary or appropriate in order to effectuate and carry out any of the matters described herein, all upon such terms and conditions as the said Agent may in her sole discretion consider necessary or appropriate, such necessity or appropriateness to be evidenced by the Agent's execution thereof, all such acts by the Agent being hereby ratified and confirmed as the acts of the Association.

BE IT FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Board in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted and the Agent, as its duly authorized representative, be, and hereby is, authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto.

BE IT FURTHER RESOLVED, that any past actions by Agent with respect to any of the matters described herein, including but not limited to any of the documents or instruments described hereinabove, are hereby ratified and confirmed as the acts and deeds of this Association.

New Orleans, Louisiana, this 29th day of June, 2004.

By: _____
Name: Gary Zwajn
Its: Secretary

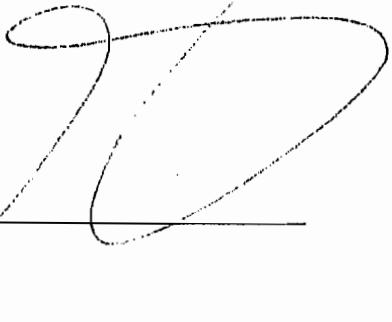


EXHIBIT B

LAND

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all servitudes, rights, ways, and appurtenances thereunto belonging, or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, composed of all lots, gaps, gores and alleys comprising a square of ground, designated as **Square 120**, bounded by Annunciation, Constance, John Churchill Chase and Poeyfarre Streets, and in accordance with a survey of Gandolfo Kuhn, L.L.C., dated June 28, 2004, Dwg. No. 572-1; T-181-4B, Square 120 is more particularly described as follows:

Begin at the northeast intersection of Constance and John Churchill Chase Streets;

thence along the easterly right of way of Constance Street, N13°44'45"E a distance of 265 feet 5-4/8 inches to the southeast intersection of Constance and Poeyfarre Streets;

thence along the southerly right of way of Poeyfarre Street S76°06'15"E a distance of 465 feet 4-7/8 inches to the southwest intersection of Annunciation and Poeyfarre Streets;

thence along the westerly right of way of Annunciation Street S13°41'45"W a distance of 265 feet 5-4/8 inches to the northwest intersection of Annunciation and John Churchill Chase Streets;

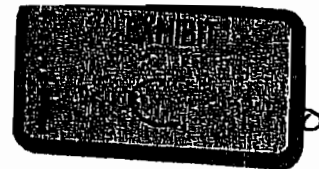
thence along the northerly right of way of John Churchill Chase Street N76°06'15"W a distance of 465 feet 7-6/8 inches to the Point of Beginning.

The improvements thereon bear Municipal No. 920 Poeyfarre Street.

EXHIBIT C

**ARTICLES OF INCORPORATION OF
COTTON MILL CONDOMINIUM ASSOCIATION, INC. AND
FIRST AND SECOND AMENDMENTS TO ARTICLE OF INCORPORATION OF
COTTON MILL CONDOMINIUM ASSOCIATION, INC.**

Cotton Hill



RECEIPT FOR FILING
WILLIAM L. PRATT

Custodian of Notarial Records

for the Parish of Orleans, State of Louisiana

ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: Elkins & Assoc

Notary Public who passed act: A.K. Longwell

Instrument filed: Cotton Hill Condo

Assn Act of Inc.

96-47085 830

Registered in

Recorded in the Mortgage Office

Conveyance Office

Instrument # 13432

Instrument #

Book 3199, Folio 301

Book _____, Folio _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: 9-30-96

Date: _____

Time: 3:44pm

10611

UNITED STATES OF AMERICA
State of Louisiana

Box McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Incorporation of

COTTON MILL CONDOMINIUM ASSOCIATION, INC.

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on September 30, 1996,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

96-47085 230

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

September 30, 1996

Box McKeithen

DBA

Secretary of State



ARTICLES OF INCORPORATION
OF
COTTON MILL
CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation under the Louisiana Non-Profit Corporation Law, Chapter 12, Sections 201-269, Louisiana Revised Statutes, as amended, adopts the following Articles of Incorporation of Cotton Mill Condominium Association, Inc.

ARTICLE I

NAME

The name of the corporation shall be "Cotton Mill Condominium Association, Inc." (hereinafter referred to as the "Association").

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Louisiana Condominium Act, Chapter 9, Sections 1121-1131, Louisiana Revised Statutes, as amended (hereinafter referred to as the "Condominium Act"), for the operation and administration of "Cotton Mill Condominiums" (hereinafter referred to as the "Condominium"), located on real property described on Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE III

DOMICILE

The domicile of the Association shall be Orleans Parish, State of Louisiana, and the location and post office address of its registered office shall be c/o Historic Restoration, Incorporated, 210 Baronne Street, Suite 1717, New Orleans, Louisiana 70112.

ARTICLE IV

POWERS

The Association's powers shall include and be governed by the following provisions:

1. The Association shall have all the statutory powers of a Louisiana non-profit corporation, except those which conflict with the provisions of these Articles.

2. The Association shall have all the powers and duties set forth in the Condominium Act, except to the extent that they are limited by these Articles, the By-Laws of the Association, and that certain Act of Declaration by Cotton Mill Limited Partnership Creating and Establishing a Condominium Regime for Cotton Mill Condominium (hereinafter referred to as the "Condominium Declaration"), executed September 29, 1996, by Cotton Mill Limited Partnership, a Louisiana limited partnership (the "Declarant"), effective as of September 30, 1996.

(a) To make and collect assessments against members in order to defray the costs, expenses, and losses of the Condominium and Association;

(b) To use the proceeds of assessments in the exercise of its powers and duties;

(c) To repair, replace, maintain, and operate the Condominium;

(d) To purchase insurance on the Condominium and insurance for the protection of the Association and its members;

(e) To reconstruct improvements after casualty and to further improve the Condominium;

(f) To make and amend reasonable rules and regulations as to the use of the Condominium;

(g) To enforce, by legal means, the provisions of the Condominium Act, the Condominium Declaration, these Articles, the By-Laws of the Association, and the rules and regulations for the use of the Condominium;

(h) To contract with a manager for the management of the Condominium and to delegate to such manager all the powers and duties of the Association except those powers and duties which are specifically required by law, the Condominium Declaration, or By-Laws to be approved or exercised by the Board of Directors or the members of the Association; and

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

3. The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held and administered for the benefit of the Association members

in accordance with the provisions of the Condominium Act, the Condominium Declaration, these Articles, and the By-Laws.

4. The powers of the Association shall be subject, and shall be exercised according to, the provisions of the Condominium Act, the Condominium Declaration, and the By-Laws.

ARTICLE V

MEMBERS

The Association is to be organized on a non-stock basis. There shall be but one class of membership. The members of the Association shall consist of all the record owners of Units (as such term is defined in the Condominium Declaration). The Declarant, as initial owner of all Units, shall be the sole initial member of the Association. Membership in the Association in favor of purchasers of Units from the Declarant shall be established by recording in the public records of Orleans Parish, State of Louisiana, an act of sale or other instrument establishing a record title to an ownership interest in a Unit and the delivering to the Association of a copy of such recorded instrument, the owner designated in such instrument thereby ipso facto becoming a member of the Association. The share of a member in the funds and assets of the Association cannot be assigned, mortgaged, hypothecated, or transferred in any manner except as an appurtenance to his ownership interest in his Unit. The entitlement of members to vote, the allocation of votes to members, and the manner of exercising voting rights shall be governed by the provisions of the Condominium Declaration and the By-Laws of the Association.

ARTICLE VI

DIRECTORS

The affairs of the Association shall be managed by a Board of Directors which shall consist of three directors, provided, however, that in the event there are fewer than three members, the Board of Directors may consist of the same number of directors as there are members. Directors shall be elected at the annual members' meeting in the manner provided by the By-Laws.

The first election of Directors by the members shall not be held until the earlier of (i) the first day of the fourth month after the date Declarant, its successors or assigns, shall have completed the sale of fourteen (14) of the Penthouse Units (as such term is defined in the Condominium Declaration); (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. The Directors named herein shall serve until such first election of Directors, and the remaining Directors, or if there are none, then the Declarant, shall fill any vacancies occurring before the first election. The names and address of the members of the first Board of Directors are as follows:

1. Edward B. Boettner
210 Baronne Street, Suite 1717
New Orleans, LA 70112
2. M. Pres Kabacoff
210 Baronne Street, Suite 1717
New Orleans, LA 70112
3. Thomas V. Crumley
210 Baronne Street, Suite 1717
New Orleans, LA 70112

The above named Directors shall hold office until their successors are elected and have qualified or until removed from office by the members. The members may vote to remove any of the Directors with or without cause, at any time.

ARTICLE VII

OFFICERS

The Association's affairs shall be administered by officers elected at the first meeting of the Board of Directors, and any successors thereto appointed by the Board of Directors.

ARTICLE VIII

LIMITATION OF LIABILITY AND INDEMNIFICATION

No director or officer of the corporation shall be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that this Article shall not be applicable with respect to (i) any breach of the duty of loyalty of such director or officer to the corporation or its shareholders, (ii) any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any violation of La. R.S. 12:92(D), or (iv) any transaction from which such director or officer derived an improper personal benefit.

Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he

may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is found liable for, or adjudged guilty of, willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interest. The above described right of indemnification shall be in addition to and not exclusive of any other rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt the first By-Laws of the Association. The By-Laws may be amended, changed or repealed in the manner therein provided.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

The Articles of Incorporation of the Association may be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment.

An amendment must be approved by sixty-seven (67%) percent of the total voting power of the Association, cast by members present in person or by proxy. No amendment shall

make any changes in the qualifications for membership nor in the voting rights of the members, without the approval of at least sixty-seven (67%) percent of the total voting power of the Association, cast by members present in person or by proxy. A copy of each amendment shall be filed with the Secretary of State and a copy certified by the Secretary of State shall be recorded in the public records of Orleans Parish, State of Louisiana.

ARTICLE XI

TERM OF THE ASSOCIATION

The Association shall continue to exist until such time as the condominium regime established by the Condominium Declaration for the Condominium is terminated and the entirety of the Condominium is withdrawn from such condominium regime. The termination of the Condominium Declaration shall also require termination of the Association.

ARTICLE XII

REGISTERED AGENT

The full name and post office address of the corporation's registered agent is:

David B. Epstein
Elkins & Associates
201 St. Charles Ave., Ste. 3700
New Orleans, LA 70170

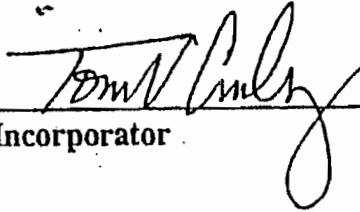
ARTICLE XIII

INCORPORATOR

The name and post office address of the Incorporator of this corporation is:

Thomas V. Crumley
210 Baronne St.
Suite 1717
New Orleans, LA 70112

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of
September, 1996.



Incorporator

3/10611/D/03

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Thomas V. Crumley, to me known to be the person who signed the foregoing instrument as Incorporator, and who being duly sworn, did acknowledge and declare, in the presence of the two witnesses whose names are subscribed to said instrument, that he signed said instrument as his free act and deed for the purposes mentioned therein.

IN WITNESS WHEREOF, the said appearer and witnesses and I have hereunto affixed our hands on this 29th day of September, 1996 at New Orleans, Louisiana.

WITNESSES:

Jan Leblond

Tom Crumley
Appearer

Debra G. Levy

Jan Leblond
Notary Public

3/10611/D/03

EXHIBIT A

I.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all servitudes, rights, ways, and appurtenances thereunto belonging, or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, composed of all lots, gaps, gores and alleys comprising a square of ground, designated as Square 120, bounded by Annunciation, Constance, John Churchill Chase and Poeyfarre Streets, and in accordance with a survey of Gandolfo, Kuhn & Associates, dated September 20, 1996, Dwg. No. T-181-4, Square 120 is more particularly described as follows:

Begin at the northeast intersection of Constance and John Churchill Chase Streets;

thence along the easterly right of way of Constance Street, N13°44'45"E a distance of 265 feet 5-4/8 inches to the southeast intersection of Constance and Poeyfarre Streets;

thence along the southerly right of way of Poeyfarre Street S76°06'15"E a distance of 465 feet 4-7/8 inches to the southwest intersection of Annunciation and Poeyfarre Streets;

thence along the westerly right of way of Annunciation Street S13°41'45"W a distance of 265 feet 5-4/8 inches to the northwest intersection of Annunciation and John Churchill Chase Streets;

thence along the northerly right of way of John Churchill Chase Street N76°06'15"W a distance of 465 feet 7-6/8 inches to the Point of Beginning.

The improvements thereon bear Municipal Nos. 1049 Annunciation Street and 920 Poeyfarre Street.

II.

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

THOSE CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all servitudes, rights, ways, and appurtenances thereunto belonging, or in anywise appertaining, including any and all rights which Declarant has in and to the alley running between Constance and Annunciation Streets, situated in the First District of the City of New Orleans, State of Louisiana, in Square 121, Lots A or N, 1, 45 and 46, bounded by Poeyfarre, Constance, Annunciation Streets and Howard Avenue, and in accordance with a survey of Gandolfo, Kuhn & Associates, dated September 20, 1996, Dwg. T-181-4, said lots are more particularly described as follows:

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

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

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

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

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

III.

Rights of Declarant under:

(i) Sublease Agreement between Declarant and Historic Restoration, Incorporated, dated September __, 1996, a Memorandum of which was filed September __, 1996, at N.A. No. _____, COI No. _____; and

(ii) Restrictive Covenant and Servitude Running with the Land Subject to a Suspensive Condition dated _____, by Richard M. Cahn, filed September _____, 1996, at N.A. No. _____, COI No. _____

both of which affect the following described property:

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

A certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, designated by the No. 3 in the square bounded by Howard Avenue (late Delard), Annunciation, Poeyfarre and Constance (late Foucher) Streets, on a sketch drawn by James Pillie, Surveyor, dated August 18, 1842, and annexed to an act before O. DeArmas, late notary in this City, dated March 5, 1868, said lot measures according to sketch 23 feet 8 inches front on Howard Avenue, by a depth between equal and parallel lines of 46 feet 4 inches 6 lines, together with half of a brick wall which separates said property from that of Joseph Grasser or assigns.

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

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

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

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

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

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

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

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

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

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

3/10611/D/03

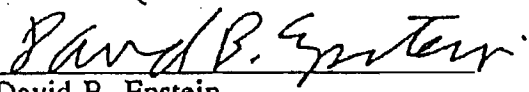
AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

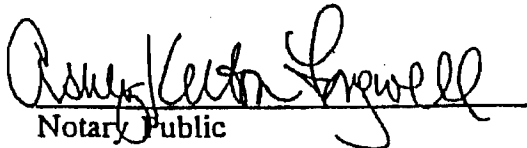
PARISH OF ORLEANS

On this 29th day of September, 1996, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared David B. Epstein, who is to me known to be such person, and who, being duly sworn, acknowledged to me that on behalf of Cotton Mill Condominium Association, Inc., he does hereby accept appointment as the Registered Agent of Cotton Mill Condominium Association, Inc., which is a Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapters 1, 2 and 3, as may be amended.



David B. Epstein

Subscribed and sworn to before me
on the 29th day of September, 1996.



Notary Public

3/10611/D/07

UNITED STATES OF AMERICA
State of Louisiana



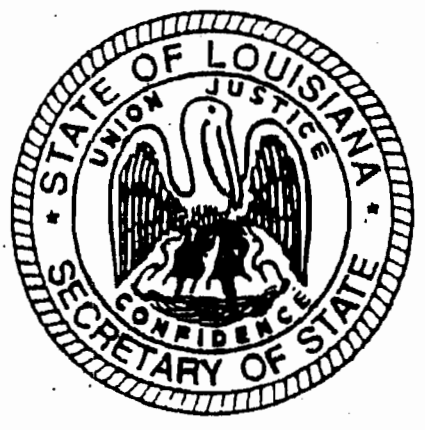
Joy McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of an Amendment to the Articles of Incorporation of
COTTON MILL CONDOMINIUM ASSOCIATION, INC.
Domiciled at NEW ORLEANS, LOUISIANA,
Was filed and recorded in this Office on March 5, 1998..

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

March 5, 1998
Joy McKeithen



TAG 34539727N 34615886
Secretary of State

**FIRST AMENDMENT TO
ARTICLES OF INCORPORATION
OF THE
COTTON MILL CONDOMINIUM
ASSOCIATION, INC.**

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
* PARISH OF ORLEANS
*
* CITY OF NEW ORLEANS

BE IT KNOWN, that on this 27th day of February, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

THOMAS V. CRUMLEY, a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, the duly undersigned authorized Agent of Cotton Mill Condominium Association, Inc. (the "Corporation"), who after being duly sworn, did depose and say that the Corporation by unanimous consent of the Board of Directors, desires to amend its Articles of Incorporation, dated September 29, 1996, registered September 30, 1996, to change the number of directors as provided for in Article VI and the registered agent as set forth in Article XII; Articles VI and XII are hereby amended, revised and restated in their entirety as follows:

**ARTICLE VI
DIRECTORS**

FOX McKEITHEN
SECRETARY OF STATE
RECEIVED & FILED
DATE MAR 05 1998

The affairs of the Association shall be managed by a Board of Directors which shall consist 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. Directors shall be elected at the annual members' meeting in the manner provided by the By-Laws.

The first election of Directors by the members shall not be held until the earlier of (i) the first day of the fourth

month after the date Declarant, its successor or assigns, shall have completed the sale of fourteen (14) of the Penthouse Units (as such term is defined in the Condominium Declaration); (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. The Directors named herein shall serve until such first election of Directors, and the remaining Directors, or if there are none, then the Declarant, shall fill any vacancies occurring before the first election. The names and address of the members of the first Board of Directors are as follows:

1. Edward B. Boettner
210 Baronne Street, Suite 1717
New Orleans, Louisiana 70112
2. M. Pres Kabacoff
210 Baronne Street, Suite 1717
New Orleans, Louisiana 70112
3. Thomas V. Crumley, President
210 Baronne Street, Suite 1717
New Orleans, Louisiana 70112
4. Andrew Fields, Secretary/Treasurer
210 Baronne Street, Suite 1717
New Orleans, Louisiana 70112
5. Susan Cavender
210 Baronne Street, Suite 1717
New Orleans, Louisiana 70112

ARTICLE XII
REGISTERED AGENT

The full name and post office address of the corporation's registered agent is:

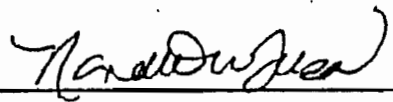
Randy Opotowsky
Steeg and O'Connor, L.L.C.
201 St. Charles Avenue, Suite 3201
New Orleans, Louisiana 70170

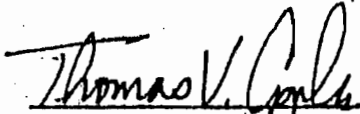
In all other respects, the original Articles of Incorporation dated September 29, 1996, registered with the Secretary of State on September 30, 1996 in Charter Book 34539727N remain unchanged and in full force and effect.

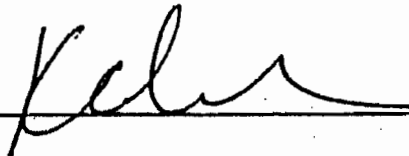
THUS DONE AND PASSED, before me, the undersigned agent, duly authorized by virtue of a resolution, a copy of which is annexed hereto, before the undersigned competent witnesses, and me, Notary, after due reading of the whole by all parties.

WITNESSES:

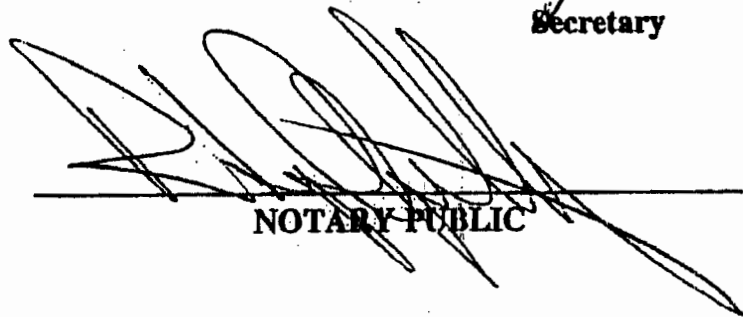
COTTON MILL CONDOMINIUM.
ASSOCIATION, INC.



BY: 
THOMAS V. CRUMLEY
President



BY: 
ANDREW FIELDS
Secretary



NOTARY PUBLIC

G:\F:\Cotton-M\Docs\ARTI-5
S&O'C File No. 1649.81
February 20, 1998

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987

To the State Corporation Department
State of Louisiana

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

On this 27th day of February, 19 98, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared RANDY OPOTOWSKY, who is to me known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of Cotton Mill Condominium Association, which is a Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.


REGISTERED AGENT
RANDY OPOTOWSKY

Subscribed and sworn to before
me on the day, month, and year
first above set forth


NOTARY PUBLIC

NOTE: If the Agent is a Corporation authorized to act as an agent then the affidavit must be executed by an officer of the corporation.

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
COTTON MILL CONDOMINIUM ASSOCIATION, INC.**

A special meeting of the Board of Directors of the Cotton Mill Condominium Association, Inc., was held at its principal place of business on the 11th day of February, 1998 after due notice to all directors, all of whom were present.

Thomas V. Crumley, President and Director, presented to the Board the First Amendment to Articles of Incorporation of the Cotton Mill Condominium Association, Inc. and the First Amendment to By-Laws of the Cotton Mill Condominium Association, Inc. The President recommended that the Board unanimously adopt the Amendment to the Articles of Incorporation and By-Laws, changing the number of directors as provided for under Article VI, and the registered agent as set forth in Article XII.

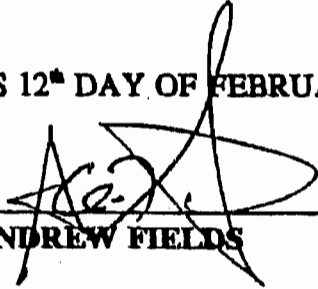
BE IT RESOLVED, that the Board of Directors of the Cotton Mill Condominium Association, Inc. unanimously approved Thomas V. Crumley's recommendations and he was authorized to execute on behalf of the Cotton Mill Condominium Association, Inc. the First Amendment to Articles of Incorporation changing the number of directors from three (3) to five (5), creating a Special Director for the Penthouse Units, approving all five directors, Edward B. Boettner, M. Pres Kabacoff, Thomas V. Crumley, Andrew Fields and Susan Cavender, and approving the change of the registered Agent;

FURTHER. Thomas V. Crumley, President was authorized to take all steps necessary that he deemed appropriate to carry out said purposes of the corporation.

There being no further business, the meeting was adjourned.

I, Andrew Fields, Secretary of the Cotton Mill Condominium Association, Inc. hereby certify the above is a true and correct extract of the minutes and unanimous consent of the Board of Directors at the special meeting of the Board of Directors of the Association held on the 11th day of February, 1998.

NEW ORLEANS, LOUISIANA, THIS 12th DAY OF FEBRUARY, 1998.



ANDREW FIELDS, Secretary

**SECOND AMENDMENT TO
ARTICLES OF INCORPORATION
OF THE
COTTON MILL CONDOMINIUM
ASSOCIATION, INC.**

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
* PARISH OF ORLEANS
*
* CITY OF NEW ORLEANS

* * * * *

BE IT KNOWN, that on this 30th day of June, 2004, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

Tara Hernandez , a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, the duly undersigned President authorized officer of the Cotton Mill Condominium Association, Inc. (the "Corporation"),

who after being duly sworn, did depose and say that the Corporation by unanimous consent of the Board of Directors, desires to amend its Articles of Incorporation, dated September 29, 1996, registered September 30, 1996, and amended by First Amendment to Articles of Incorporation, dated February 27, 1998, to revise and restate the preamble in Article IV, POWERS, Paragraph 2 only; the preamble in Article IV, Paragraph 2 is hereby amended, revised and restated in its entirety as follows:

**ARTICLE IV
POWERS**

2. The Association shall have all the powers and duties set forth in the Condominium Act, La. R.S. 9:1121.101, *et seq.*, except to the extent that they are limited by the Articles of Incorporation and By-Laws of The Cotton Mill Condominium Association, Inc., as amended or hereinafter amended, and that certain Second Amended and Completely Restated Act of Declaration by Cotton Mill Limited Partnership for The Cotton Mill Condominiums executed on June 29, 2004 and any other amendments or original Declaration for the Cotton Mill Condominiums, including, but not limited to, the original Act of Declaration dated September 29, 1996, and the Amended and Restated Act of Declaration and the First Amendment to Amended and Restated Act of Declaration, and as may hereinafter be amended.

In all other respects, Article IV, Paragraph 2, items (a) through (i), as well as the original Articles of Incorporation dated September 29, 1996, amended by First Amendment to

Articles of Incorporation dated February 27, 1998, remain in full force and effect except as amended herein.

THUS DONE AND PASSED, in my office in New Orleans, Louisiana, in the presence of the undersigned competent witnesses who have hereunto subscribed their names with the said appearer and with me, Notary, after due reading of the whole.

WITNESSES:

G. Hartmann
C. Hartmann

Print Name:

Suzanne Blache
Print Name: Suzanne Blache

**COTTON MILL CONDOMINIUM
ASSOCIATION, INC.**

By: Tara Hernandez

Tara Hernandez, President

Randy Opatowsky
~~RANDY OPATOWSKY, Bar No. 10222~~
NOTARY PUBLIC

JORDAN B. MONSOUR
NOTARY PUBLIC
State of Louisiana, Bar Roll # 27012
My Commission is for life.

EXHIBIT D

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

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

These By-laws have been adopted by the Board of Directors of COTTON MILL CONDOMINIUM ASSOCIATION, INC. (the "Association"), a nonprofit corporation formed pursuant to the Louisiana Non-Profit Corporation Law, Chapter 12, Sections 201-269, Louisiana Revised Statutes, as amended (the "Non-Profit Corporation Law"). The Association is the governing body of the Condominium established by virtue of that certain Act of Declaration by Cotton Mill Limited Partnership Creating and Establishing a Condominium Regime for Cotton Mill Condominium (the "Condominium Declaration"), executed September 29, 1996 by Cotton Mill Limited Partnership, a Louisiana limited partnership (the "Declarant"), in accordance with the provisions of the Louisiana Condominium Act, Chapter 9, Sections 1121-1131, Louisiana Revised Statutes, as amended (the "Condominium Act").

Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Condominium Declaration.

All present and future owners, co-owners, lessees, occupants, and mortgagees of Units in the condominium regime shall be subject to the provisions of these By-Laws. The acquisition by a Unit Owner shall signify and constitute a ratification and acceptance of these By-Laws by any such Unit Owner.

ARTICLE I

OFFICE

The principal office of the Association shall be located in the City of New Orleans, State of Louisiana, at 210 Baronne Street, Suite 1717, New Orleans, LA 70112 or such other

address as may be designated by the Board of Directors of the Association (the "Board of Directors").

ARTICLE II

MEMBERSHIP MEETINGS

1. **Place of Meetings.** All meetings of the members of the Association shall be held at the principal office of the Association or such other place, within or without the State of Louisiana, as may be designated by the Board of Directors.

2. **Annual Meeting.** Subject to the provisions of Section 11 of this Article, an annual meeting of the members shall be held on the 1st day of June in each year, or if said day be a legal holiday, then on the next succeeding day not a legal holiday, 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.

3. **Special Meetings.** Special meetings of the members, for any purpose or purposes, may be called by the President or a majority of the Board of Directors and shall be called by such officers upon receipt of a written request from members holding at least ten (10%) percent of the voting power of the Association.

4. **Notice.** Notice of all member meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary, unless waived in writing by the members. All members present at a meeting shall be deemed to have received or to have waived such notice. Such notice shall be in writing to each member at his address as

it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing, if required, may be given by affidavit or in the signed minutes of the meeting.

5. **Quorum.** A quorum at any members' meeting shall consist of persons, present in person or by proxy, who are entitled to cast at least fifty one (51%) percent of the votes of the entire membership. The joinder of a member in the action of any meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

6. **Voting.** When a quorum is present at any meeting, the holders of at least fifty one (51%) percent of the total votes present or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Articles of Incorporation, the Condominium Declaration, or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

7. **Entitlement to Vote.** The aggregate number of votes for all members of the Association shall be one hundred (100). In any meeting of members each Unit Owner shall be entitled to cast the percentage of total vote of one hundred (100) that is equal to the Share of Common Elements attributable to his Unit, as provided in the Condominium Declaration. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by all of the record owners of the Unit and filed with the Secretary of the Association. Such certificate shall be valid until

revoked, or until a change in the ownership of the Unit concerned occurs. A certificate designating the person entitled to cast the vote of a Unit or interest in a Unit may be revoked at any time by the person or persons who executed the same. Votes may be cast in person or by proxy. Proxies shall be in writing and may be made by any person entitled to vote. They shall be valid only for the time (not exceeding the term permitted by the Non-Profit Corporation Law) or for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting. Approval or disapproval of a Unit Owner upon any matter, provided for by law, or by the provisions of the Articles of Incorporation, the Condominium Declaration or these By-Laws, or otherwise, whether or not the subject of an Association meeting, shall be by the same person or persons who would be entitled to cast the vote of such Unit Owner in an Association meeting.

8. **Adjournments.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing Directors.

9. **Order of Business.** The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting;
- (2) Calling of the roll and certifying proxies;

- (3) Proof of notice of meeting or waiver of notice;
- (4) Reading and disposal of any unapproved minutes;
- (5) Reports of Officers;
- (6) Reports of Committees;
- (7) Election of Directors (as necessary);
- (8) Unfinished business;
- (9) New business; and
- (10) Adjournment.

10. **First Meeting of Members.** Until a date which is the earlier of (i) the first day of the fourth month after the date Declarant, its successors or assigns, shall have completed the sale of fourteen (14) of the 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, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

11. **Written Consents.** Whenever, by any provision of law, the Condominium Declaration, the Articles of Incorporation, or these By-Laws, the affirmative vote of members is required to authorize or constitute action by the Association on behalf of the condominium regime, the consent in writing to such action, signed by all of the members having voting power in the particular question, shall be sufficient for the purpose, without necessity for a meeting of the members. The consent, together with a certificate by the Secretary of the Association to the effect

that the subscribers to the consent constitute all of the members entitled to vote on the particular question, shall be filed with the records of the proceedings of the members.

ARTICLE III

DIRECTORS

1. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors consisting of three directors, provided, however, that in the event there are fewer than three 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.

(b) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Any Director may be removed by concurrence of sixty-seven (67%) percent of the votes of the entire membership. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) Until a date which is the earlier of (i) the first day of the fourth month after the date Declarant, its successors or assigns, shall have completed the sale of fourteen (14) of the 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, the first Directors of the Board of Directors of the Association named in the Articles of Incorporation shall serve, and the remaining Directors, or if there are none, then the Declarant, shall fill any vacancies occurring before the first election.

(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 one every calendar quarter. Notice of all meetings shall be given to each Director, personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

(f) Any Director may waive notice of a meeting in writing before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Directors present at a meeting shall be presumed to have received due, or to have waived, notice thereof.

(g) A quorum at Directors' meetings shall consist of the Directors entitled to cast at least fifty one (51%) percent of the votes of the entire Board. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum. The acts of the Board of Directors approved by a majority of the Directors present at a meeting at which a quorum is

present shall constitute the acts of the Association, except as specifically otherwise provided by Condominium Act or in the Condominium Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(d) Any action which may be taken at a meeting of the Board of Directors, may be taken by a consent in writing signed by all of the Directors and filed with the records of proceedings of the Board of Directors. Meetings may also be held by telephone conference call, provided all Directors present at the meeting are able to hear each other.

(e) Directors' fees, if any, shall be determined by the members of the Association.

4. **Powers of the Board.** All of the powers and duties of the Association existing under law and in accordance with the Condominium Declaration and other documents establishing the condominium regime shall be exercised by the Board of Directors, its agents, contractors or employees, subject, however, to the provisions of the Condominium Declaration and to the approval by Unit Owners and members of the Association when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may also be an employee of the Association.

5. **Management Agreement.** The Board of Directors is specifically authorized to enter into a Management Agreement, for such period of time, containing such terms and for

such consideration as the Board of Directors may approve, with H.R.I. Management Corporation (H.R.I. Management) or any other Manager (which may be a corporation related to the Declarant) for the maintenance, repair, operation, and administration of the condominium regime, and, pursuant to any such Management Agreement, the Board of Directors may delegate to the Manager to the extent permitted by law, all powers and duties of the Board of Directors to act on behalf of the Association with respect to management of the Condominium Property.

ARTICLE IV

OFFICERS

1. **Election.** The executive officers of the Association shall be a President, a Treasurer, and a Secretary, none of whom need be Directors. There may also be one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers. All Officers shall be elected annually by the Board of Directors and may be peremptorily 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 (who need not be Directors or Unit Owners) and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

2. **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine

appropriate, to assist in the conduct of the affairs of the Association, and to preside over the member meetings.

3. **Vice-President.** The Vice-President, if any, shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

4. **Secretary.** The Secretary shall keep the minute book wherein the resolutions of all proceedings of the Board of Directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and the Board of Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Board of Directors or the President.

5. **Treasurer.** The Treasurer shall have custody of all property of the Association including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of Treasurer.

6. **Compensation.** The compensation of all employees of the Association, including officers, shall be fixed by the Board of Directors.

ARTICLE V

ASSESSMENTS AND FISCAL MANAGEMENT

1. **Preparation of Annual Budget, Assessments.** On or before May 1st of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total cost of insurance, wages, materials, services, and supplies and other Common Expenses including fees payable to the Manager during the ensuing calendar year for the management and maintenance of the Condominium Property, together with reasonable amounts considered by the Board of Directors to be necessary for any reserves for replacement of the Common Elements which may be established. On or before May 15th of each year, the Board of Directors shall mail to each Unit Owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual or monthly Assessments pertaining to the Unit, which Assessments shall be computed in accordance with the Share of each Unit Owner set forth in the Condominium Declaration, subject to authority of the Board of Directors to make nonproportional Assessments, as provided below. If the Annual Budget or proposed Assessments are amended, a copy of the amended budget or statement of Assessment shall be furnished each Unit Owner concerned. Until an Annual Budget is adopted by the Board of Directors as provided in this Section 1, monthly Assessments shall be paid on the basis of the initial Annual Budget prepared by the Declarant and presented to each Unit Owner upon purchase of his Unit from Declarant. Notwithstanding the foregoing, in the event that any Annual Budget would require Unit Owners as a group to pay Assessments in an amount for the current year in excess of one hundred and twenty five (125%) percent of the amount of Assessments paid for the previous year,

then any such additional Assessments shall be made only upon approval of Unit Owners entitled to cast at least fifty one (51%) percent of the votes of members in the Association. All 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 of Directors in making the Assessment.

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

3. **No Waiver; No Abandonment or Conveyance In Lieu of Payment.** 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 the obligation of any Unit Owner to pay Assessments against his Unit for which he is obligated, whenever the same shall be determined. In the absence of an Annual Budget or statement of Assessments, each Unit Owner shall continue to pay then existing monthly installments against the Assessments established for the previous period until changed by delivery of a revised statement of Assessments. No Unit Owner shall be relieved of his obligation to pay the Assessment attributable to the Unit owned by such Unit Owner by abandoning or not using, or tendering or attempting to convey to the Association, his Units, the Common Elements, or any Limited Common Elements.

4. **Additional Assessments.** In the event that the Annual Budget and the Assessments made pursuant thereto prove to be insufficient because of nonpayment of any

Assessment, the Annual Budget and Assessments therefor may be amended at any time by the Board of Directors and supplemental, special or additional Assessments made. Notice of such amended budget and Assessments shall be given to Unit Owners in the manner determined by the Board.

5. **Budget Items.** The Annual Budget shall have divisions for general Common Expenses applicable to all Units and Common Expenses which relate only to Limited Common Elements benefitting one or more specific Units, and each of such major budget divisions may include allocations for, and the funds and expenditures of the Association may 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,** including all funds to be 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 of the Condominium Property, including reasonable amounts for contingencies related to such expenses.

(b) **Reserve for Deferred Maintenance,** including funds for maintenance items which occur less frequently than annually.

(c) **Reserve for Obsolescence and Replacements,** including funds for repairs or replacements to the Condominium Property required because of uninsured casualty, damage, depreciation or obsolescence.

(d) **Reserve for Alterations and Improvements,** including 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**, including funds to offset reasonably anticipated defaults in payments of Assessments and other obligations due the Association.

(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, in its absolute discretion, 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.

6. **Emergency Expenditures**. Extraordinary or emergency expenditures not originally included in the Annual Budget but 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 or Manager may levy additional Assessments against any or all Unit Owners. In the event that such additional Assessments would result in Unit Owners as a group having to pay an amount for the current year in excess of one hundred and twenty five (125%) percent of the amount of Assessments paid for the previous year, then any such additional Assessments shall be made only upon written notice to and approval of Unit Owners entitled to cast at least fifty one (51%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified by the Board of Directors and set forth in the notice of such Assessment.

7. **Additional Revenues.** All net revenues received by the Association in the preceding year from operation of revenue producing activities on the Condominium Property shall be included in Common Surplus as provided in Section 8 of this Article V and applied as provided therein.

8. **Accounting.** On or before the date of the annual members' meeting of each year, the Board of Directors or Manager shall provide all Unit Owners with a copy of an 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 other revenues of the Association, if any, and showing the net amount of surplus or deficit over 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 according to the Share of each Unit Owner as set forth in the Condominium Declaration and credited to each Unit Owner's next installment payable for Assessments for the current year, until exhausted. Any deficit shall be accounted for in the Annual Budget for the current year or charged to each Owner as an immediately payable additional Assessment for the current year, in the sole discretion of the Board of Directors.

9. **Books and Records.** The Treasurer, or Manager pursuant to the provisions of the Management Agreement, 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 or Manager shall also maintain a separate account for each Unit which shall be kept current at all times and which shall show: (i) the name and address of the Unit Owner or Owners and the Mortgagee of the Unit, if any, (ii) the amount and due date of all Assessments pertaining to the Unit, (iii) all amounts paid on account, and (iv) any balance due. Upon written request of a Unit Owner or his Mortgagee, the Treasurer or Manager 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.

10. Payment of Assessments. All installments on Assessments shall be payable to the order of Cotton Mill 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, as determined by the Board of Directors, shall be delinquent as of the eleventh day after the date due. Not later than thirty (30) days after any such Assessment becomes delinquent, the Association or Manager shall serve upon the Unit Owner liable for any such delinquent installment a sworn detailed statement of the Association's claim for any or all delinquent installments on Assessments for Common Expenses together with interest at the rate of eighteen (18%) percent per annum from due date. Such statement shall be executed by the Treasurer or Secretary of the Association and shall be duly acknowledged and sworn to before a Notary Public and shall either be personally delivered or sent by certified mail, registered or return receipt requested, to the responsible Unit Owner or Co-Owner. In the event that payment

is not made within seven days of the serving of such sworn statement, the Secretary or Treasurer or Manager shall, take necessary measures to file in the records of the mortgage office for the Parish of Orleans, an affidavit claiming a privilege and lien on behalf of the Association against the defaulting Unit Owner's interest in the such Unit Owner's Condominium Parcel liable for such Assessment. The affidavit may be signed and verified by any Director or Officer of the Association or a duly authorized officer of the Manager, and shall include (i) a description of the Condominium Parcel by reference to the Condominium Declaration, the Unit designation and any other information necessary for proper identification, (ii) the name of the Unit Owner, whose interest in the Unit is subject to the lien and privilege and the names of all record owners of the Unit, (iii) the amount of all delinquent installments, payments or Assessments for Common Expenses, and (iv) 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 or Manager may take necessary measures to have filed on behalf of the Association a suit on such claim and to foreclose on the interest of the defaulting Owner in his Unit and Condominium Parcel in a civil action in a court of competent jurisdiction in Orleans Parish. Any such suit may claim all past due amounts plus interest, the cost of the suit, and reasonable attorney's fees. Such suit must be filed within one (1) year of the date of recordation in the mortgage office of Orleans Parish of the affidavit claiming a privilege and lien. The Association or Manager shall cause the recordation in the mortgage office of Orleans Parish of a notice of suit setting forth the information required by the Condominium Act.

In addition to the remedies provided above, to the extent permitted by law, the Association or Manager may deny use, possession, and occupancy of any Unit and of the Common Elements to any Unit Owner who is in default in payment of any Assessment or installment of Assessment for Common Expenses, until such past due amounts and all penalties and interest with respect thereto are paid in full.

11. Notices to Mortgagees. 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 or Manager 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 the Association.

12. Deposit of Funds. The depository of the funds of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors or Manager. 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 or by authorized officers and agents of Manager. All funds collected by the Association from Assessments may be commingled 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.

13. **Bonds.** Fidelity bonds or insurance may be required by the Board of Directors for all Director, Officers and employees of the Association or of the Manager or of other agents or contractors handling or responsible for the Association's funds. The amount of such bonds or insurance shall be determined by the Board of Directors. The premiums on such bonds or insurance policies shall be paid by the Association and shall be a part of the Common Expenses.

ARTICLE VI

RULES AND REGULATIONS

1. **Adoption.** The Board of Directors may in its discretion, and shall at the direction of members holding sixty-seven (67%) percent of the total votes of the Association, adopt or amend reasonable Rules and Regulations concerning the details of operation and use of the Condominium Property, including maintenance, conservation, and beautification of the Condominium and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Units. To the extent permitted by law, the Association or Manager shall have the authority to deny use, occupancy, and possession of any Unit and/or the Common Elements to any Unit Owner or Occupant while such Unit Owner or Occupant is in violation of such Rules and Regulations.

2. **Notice.** Written notice of the adoption or amendment of such Rules and Regulations and a copy thereof shall be furnished to each Unit Owner and Occupant prior to their

effective date, and a copy of the current Rules and Regulations applicable to the Condominium shall be maintained at all times in the records of the Association.

ARTICLE VII

INDEMNIFICATION

1. **General.** The Association shall indemnify and hold harmless each member of its Board of Directors and its Officers, the Declarant, and Manager against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, Board, Officers, Declarant, or Manager on behalf of the Unit Owners, or arising out of their status as Directors, Board, Officers, Declarant, or Manager, unless any such contract or act shall have been made fraudulently or with gross negligence, or criminal intent. Such indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees and costs, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other in which any such indemnified party may be involved by virtue of such party being or having been a Director, Officer, Board Member, Declarant or Manager; provided, however, that such indemnity shall not be operative with respect to any matter as to which such persons shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or fraud, or guilty of criminal intent, in the performance of his duties as a Director, Officer, Board Member, Manager, or Declarant. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in any

specific case, upon receipt of an undertaking by or on behalf of the indemnified party in advance to repay such amount unless it shall be ultimately determined that the indemnified party is entitled to be indemnified by the Association as authorized herein. The Association and its Board of Directors shall have power and responsibility to raise, by special Assessment or otherwise, any sums required to discharge its obligation under this Article; provided, however, that the liability of any Unit Owner arising out of any indemnification obligation shall be limited to such Unit Owners' respective Shares, as set forth in the Declaration.

2. **A Representative Capacity.** Any agreement made by the Board of Directors, Officers, the Declarant, or Manager on behalf of the Unit Owners and Association may provide that the parties making such agreement are acting only as the agent for the Unit Owners and the Association and shall have no personal liability thereunder (except as Unit Owners, if applicable), and that each Unit Owners' liability thereunder shall be limited to such Unit Owners' respective Shares.

3. **Additional Indemnification.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in an official capacity or as to action in another capacity. All rights of indemnification provided under this Article shall continue as to any person or entity who has ceased to be a member of a class specified hereunder entitled to indemnification and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of such person or entity.

ARTICLE VIII

NOTICES

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.

2. **Waiver.** 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 IX

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of 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 X

AMENDMENTS

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

1. Notice of the subject matter of a proposed 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 sixty-seven (67%) percent of the votes 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 or special meeting to replace the existing Directors, By-Laws may be approved or amended by the unanimous vote of the Directors.

3. An amendment may be proposed by either the Board of Directors or by any member or members of the Association having at least ten percent of the aggregate votes of the entire membership.

4. An amendment when adopted as set forth in Section 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 Orleans 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. In the event of conflict between the provisions of the Condominium Declaration or the Articles of Incorporation of the Association and these By-Laws, the Condominium Declaration and the Articles of Incorporation shall control. Notwithstanding any other provision

hereof to the contrary, these By-Laws shall be amended, if necessary, by the Board of Directors so as to make the same consistent with the provisions of the Condominium Declaration, the Articles of Incorporation and the requirements of law, without the concurrence of the members.

6. No amendment to the By-Laws shall discriminate against any Unit Owner (including the Declarant) or against any Unit or class or group of Units unless the Unit Owners so affected shall consent.

I, the Secretary of Cotton Mill Condominium Association, Inc. (the "Association") do hereby certify that the By-laws set forth above were adopted by unanimous consent of the Board of Directors of the Association dated September 30th, 1996.

DATED this 30th day of September, 1996.

3/10611/D/02


SECRETARY

**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 2nd, 1998.

Dated this 12th day of February, 1998, New Orleans, Louisiana.



SECRETARY

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