

EXHIBIT "B"

BYLAWS OF

CARLTON PLACE CONDOMINIUM
HOMEOWNER'S ASSOCIATION, INC.

Article I

Plan of Administration

Section 1. Condominium Regime. L.T.D., Inc., having submitted the property described in the Declaration of Carlton Place Condominium (hereinafter referred to as the "Declaration") to the provisions of the Louisiana Condominium Act, LSA-R.S. 9:1121.101 et. seq., has thereby established on the property a condominium regime known as Carlton Place Condominium (hereinafter referred to as the "Condominium").

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof.

Section 3. Definition. Unless it is plainly evident from the context that a different meaning is intended, the terms used herein without definition shall have the meaning ascribed to them in the Declaration.

Article II.

Carlton Place Condominium
Homeowner's Association, Inc.

Section 1. Membership. Every person (natural person, partnership or corporation) who is a record owner of a Unit in the Condominium shall be a member of Carlton Place Condominium Homeowner's Association, Inc. (hereinafter referred to as the "Association"). The foregoing is not intended to include a person who holds an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to the Declaration. The Association is organized as a non-profit corporation pursuant to LSA-R.S. 12:201 et. seq.

Section 2. Purpose and Powers of the Association.
The Association is formed for the purpose of engaging in any lawful activity for which non-profit corporations may be formed pursuant to LSA-R.S. 12:201 et. seq., including particularly but not exclusively, the operation and maintenance of Carlton Place Condominium, the maintenance, control and preservation of the Condominium Property, the promotion of the health, safety and welfare of the occupants of the Units on the condominium property and the enforcement of the provisions of the Declaration. The Association, without limiting its right to perform any lawful activities, may:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and the Bylaws; pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of immovable or movable property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of the voting power of all its Members, mortgage, pledge, or assign any or all of its immovable or movable property as security for money borrowed or debts incurred.

In compliance with the obligations imposed upon the Association by the Louisiana Condominium Act, the Condominium Declaration and these Bylaws, the said Association shall be responsible for the following:

- (a) Care, upkeep and surveillance of the condominium property and the common elements and facilities and the limited common elements and facilities.

(b) Collection of monthly assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance of and operation of the condominium property, the common elements and facilities and the property, the limited common elements and facilities.

(d) Keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting Carlton Place Condominium and its administration and specifying the maintenance and repair expenses of the common elements and any other vouchers accrediting the entries made thereupon which book shall be available for examination by all the unit owners at convenient hours on working days that shall be set and announced for general knowledge.

(e) The establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other appropriate purposes.

(f) As provided in the Condominium Declaration, the Association shall have a privilege on a Condominium Parcel for unpaid sums for its share of common expenses and limited common expenses, together with legal interest thereon and reasonable attorney fees incurred incidental to collecting said sums. It shall be the policy of the Association to make demand upon the Unit Owner for any unpaid portion of the said assessed common expenses and limited common expenses and thereafter proceed by privilege and litigation if said amounts are not promptly paid.

(g) Prepare and submit at its regular annual meetings a budget for its consideration and approval, which must be furnished to each Unit Owner thirty (30) days prior to said meeting.

(h) Maintain fire and extended coverage and other peril insurance upon the premises in an amount no less than eighty (80%) percent of the maximum insurable replacement value of the Condominium Property, excluding the land, as provided in the Declaration.

(i) Maintain comprehensive general liability insurance coverage, including medical payments insurance, as provided in the Declaration.

Section 3. Annual Meetings. Promptly after seventy-five (75%) percent of the Units have been sold by the Developer, and the documents translative of title have been recorded, the Developer shall notify all Unit Owners thereof, and the first annual membership meeting shall be held within sixty (60) days thereafter on a call issued by the President. Nevertheless, the Developer retains the right to call the first annual membership meeting prior to seventy-five (75%) percent of the Units having been sold. At such meeting, the managers appointed by the Developer shall resign as members of the Board of Managers, and all the Unit Owners, including the Developer, shall elect a new Board of Managers. Thereafter, the annual membership meetings shall be held on the 15th day of March of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which even the meetings shall be held on the succeeding Monday. At such meetings, the Board of Managers shall be elected by ballot of the members in accordance with the requirements set forth in these Bylaws. The secretary shall mail to each member a notice of each annual meeting of the Association of Unit Owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the office or at such other address as such Unit Owner shall have designated by notice in writing to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 4. Special Meetings. It shall be the duty of the President to call a special membership meeting if so directed by the Resolution of the Board of Managers or upon a petition signed and presented to the Secretary by Unit Owners owning a total of at least twenty-five (25%) percent in percentage of ownership. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting, except as stated in the notice. The notice of any special meeting shall be given by mail or hand-delivery to each Unit Owner at least three (3) business days prior to the day named for such meeting.

Section 5. Adjournment of Meetings. If any membership meeting cannot be held because a quorum has not attended, a majority in percentage of ownership of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Homeowner's Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of Board of Managers;
- (f) Reports of Committees;
- (g) Election of Members of Board of Managers (when so required);
- (h) Unfinished business; and
- (i) New business.

Section 7. Voting. Each Unit is entitled to one

(1) vote weighted according to its fraction of ownership as described in Paragraph XI of the Condominium Declaration. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meetings, the person who shall be entitled to cast the vote of such Unit shall be the person owning an interest in such Unit who is present. If more than one person owning such Unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate. Where the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners.

Section 8. Majority of Co-Owners. As used in these Bylaws, the term "Majority of Members" shall mean those Members having 51% or more of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance

with the provisions of Section 7 of this Article II.

Section 9. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members having fifty-one (51%) percent of the total authorized votes of all Members shall constitute a quorum at all membership meetings.

Section 10. Majority Vote. The vote of a majority of members at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Louisiana Condominium Act or by the Declaration.

Article III

Board of Managers

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Managers. Until seventy-five (75%) percent of the Units have been sold by the Developer and the documents translative of title shall have been recorded on the public records for the Parish of East Baton Rouge, and thereafter until their successors shall have been elected by the Unit Owners, the Board of Managers shall consist of at least three (3) persons designated by the Developer. Notwithstanding the foregoing sentence, the Developer may elect to relinquish control of the Board of Managers prior to seventy-five (75%) percent of the Units being sold and recorded. Thereafter, the Board of Managers shall be composed of seven (7) persons, all of whom shall be Unit Owners.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties as by law or by the Declaration or the Articles of Incorporation of the Association or by these Bylaws may not be delegated to the Board of Managers by the Owners. The powers and duties to be exercised by the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the amounts of funds required for operation, maintenance and other affairs of the Condominium;

- (c) Collection of the Assessments from Unit Owners;
- (d) Employment and dismissal of the personnel, as necessary, for the efficient maintenance and operation of the Condominium;
- (e) Adoption and amendment of rules and regulations covering the details of the operation of the Condominium;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Obtaining insurance for the Condominium Property, including the Units, pursuant to the provisions of the Declaration and these Bylaws.
- (h) Making repairs, additions and improvements to, or alterations of, the Condominium Property, in accordance with the provisions of the Declaration and these Bylaws;
- (i) Appointment and dismissal of members of the Architectural Review Committee which shall be composed of three members.
- (j) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to the restoration of the Condominium Property in accordance with the provisions of the Declaration, after damage or destruction by fire, other casualty, or as a result of condemnation or eminent domain proceedings;
- (k) Adopt and amend budgets for revenues, expenditures and reserves and make assessments for common expenses from Unit Owners;
- (l) Acquire, hold, encumber, and convey in its own name any right, title, or interest to immovable or movable property;
- (m) Grant servitudes, leases, licenses and concessions, through or over the Common Elements;
- (n) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations

of the Declaration, Bylaws and Rules and
Regulations of the Association;

- (o) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 1124.107 of the condominium statute or statements of unpaid assessments;
- (p) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance; and
- (q) Exercise any other power conferred by the Declaration or Bylaws.

Section 3. Manager. The Board of Managers may employ for the Condominium a managing agent at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent such duties and services as the Board of Managers shall authorize.

Section 4. Election and Term of Office. At the first annual meeting of the Members of the Association, the term of office of two members of the Board of Managers shall be fixed at three years, the term of office of two members of the Board of Managers shall be fixed at two years, and the term of three members of the Board of Managers shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the members.

Section 5. Removal of Members of Board of Managers. At any meeting of the Members of the Association, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of Unit Owners as defined in Article II, Section 8 and 9 of these Bylaws and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal by a vote of the Members shall be filled by vote of a majority of the remaining members of the Board of Managers at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy and each person so elected shall be a member of the Board of Managers for the remainder of the term of the director so removed and until a successor shall be elected at the next annual meeting of the membership.

Section 7. Regular Meeting. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board by mail or hand delivery at least three (3) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or hand delivered, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

Section 9. Waiver of Notice. Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice.

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

Section 11. Fidelity Bonds. The Board of Managers may obtain adequate fidelity bonds for such officers and employees of the Condominium handling or responsible for condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 12. Compensation. No compensation shall be paid to any member of the Board of Managers for his service as such. Managers may be reimbursed for expenses incurred by them in the performance of their duties.

Section 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Expenses bears to the interest of all the Unit Owners in the Common Expenses. Every agreement made by the Board of Managers or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Expenses bears to the interest of all Unit Owners in the Common Expenses, as set forth in Paragraph XI of the Condominium Declaration.

Article IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President,

the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may elect such other officers as in its judgment may be necessary.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Managers. In the event of death, resignation or disability of an officer, his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 3. Removal of Officers. Any officer may be removed by a vote of the majority of the Board of Managers, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to this office and shall perform all of the duties assigned by the Board of Managers.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers. He shall be in charge of such books and papers as the Board of Managers may direct, shall give notice, in conformity with these Bylaws, of any and all meetings and shall also perform all other duties assigned to him by the Board of Managers.

Section 7. Treasurer. The Treasurer shall have the responsibility for condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account and for the preparation

of all required financial statements, including an itemized record of all receipts and expenditures, as well as a separate account for each Unit which shall indicate the name and address of the Unit Owner, the amount of each assessment for Common Expenses against such Unit, the date when due, the amount paid thereon, and the balance remaining unpaid. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all other duties assigned to him by the Board of Managers.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

Article V

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount required to meet the Common Expenses of the Condominium allocate, and assess such Common Expenses against the Unit Owners according to each Owner's fraction of ownership. Common Expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each Unit and the personal property or any other interest of the Owner); assessments; insurance, including fire and other casualty and liability insurance and fidelity bonds; cost of maintenance, repairs and replacements of the Common Elements of the Condominium (except the Limited Common Elements defined in the Declaration); yard, janitorial and other similar services; wages; accounting and legal fees; management fees, and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the Common Elements; and, if established by the Board of Managers of the Association, a reserve for maintenance and repair, reinstatements, rebuilding and replacement

of the premises and other contingencies. Payments of Common Expenses shall be made to the Association and the Board of Managers shall transmit said payments to the third person entitled to said payments. The Board of Managers shall advise each Unit Owner in writing of the amount of the Common Expenses payable by him, and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners.

Section 2. Limited Common Expenses. All maintenance, repairs and replacements to the Limited Common Elements shall be borne on a fraction of ownership basis by the Units which are served by each Limited Common Element and the Limited Common Expenses for such costs shall be assessed by the Board of Managers in the same manner as the Common Expenses are assessed in Section 1 of this Article V.

Section 3. Water Charges. Water shall be supplied directly to each Unit, however, there is only one (1) water meter for the entire condominium complex. The bills for water consumed or used in each Unit, as well as the water serving the Common Elements, shall be paid by the Board of Managers as a Common Expense.

Section 4. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter, and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, the Board of Managers shall pay all bills for electricity consumed in such portions of the Common Elements, as a Common Expense.

Section 5. Taxes and Assessments. Each Owner of a Condominium Unit shall be obliged to have the real property taxes for his Condominium Parcel assessed separately by the proper governmental authority and to pay all such real property taxes so determined directly to the proper governmental authority. The foregoing sentence shall apply to all types of taxes which now or may hereafter be assessed separately by law on each Condominium Parcel or the personal property or any other interest of the Owner. Each Owner shall execute such documents and take such action as may be reasonably specified by the Board of Managers to facilitate dealing with the proper governmental authority regarding such taxes, other taxes and assessments. Each Owner shall be obligated to pay his proportionate share of any assessments by the Board of Managers for

any portion of taxes or assessments, if any, assessed against the entire Condominium Property or any part of the Common Elements, such payments to be made as directed by the Board of Managers. If, in the opinion of the Board of Managers, any taxes or assessments may be a lien on the entire Condominium Property or any part of the Common Elements, the Board of Managers may pay such taxes or assessments and shall assess the same to the Owners in their proportionate share as determined by the Board of Managers. Such assessments by the Board of Managers shall be secured by the lien described in Section 8 of this Article V.

Section 6. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Managers pursuant to the provisions of the Declaration and these Bylaws at such time or times as the Board of Managers shall determine.

Section 7. Collection of Assessments. The Board of Managers shall assess Common Expenses against the Owners from time to time and at least annually and shall take prompt action to collect from an Owner any Common Expenses which remains unpaid by him.

Section 8. Default in Payment of Common Expenses.

(a) The Association shall have a privilege on a Condominium Parcel, as provided by LSA-R.S. 9:1123.115 and other provisions of the Louisiana Condominium Act, for all unpaid sums assessed by the Board of Managers for the Unit's share of Common Expenses, plus reasonable attorney's fees, in an amount not less than 25% of the amount of the privilege, and interest on the unpaid principal and attorney's fees at the legal interest rate. The Association shall have the power to bid on the Unit at foreclosure sale, and to hold, lease, mortgage and convey the Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the privilege securing the Common Expenses. Reasonable attorney's fees and expenses in connection with the collection of the debt shall be paid by the owner against whom any action is brought.

(b) A purchaser of a Condominium Parcel at a judicial sale shall not be liable for the share of the Common Expenses chargeable to the former Unit Owner of the parcel that became due prior to the sale. The unpaid Common Expenses or assessments shall be deemed a general Common Expense collectible from all the Unit Owners including

the purchaser.

Section 9. Statement of Common Expenses. The Board of Managers shall promptly provide any Unit Owner, mortgagee or purchaser of a Unit who makes a request in writing, with a written statement of his unpaid Common Expenses.

Section 10. Insurance.

(a) The Board of Managers shall obtain insurance for the Condominium Property against property loss or damage by fire and other casualties and hazards in an amount not less than eighty (80%) percent of the appraised replacement cost of the Condominium Property and shall give written notice of the insurance, including details as to the coverage thereof, and of any changes therein or termination thereof, to each Unit Owner and the Unit Owner's mortgagee. The insurance shall be written in the name of the Association for the benefit of each Unit Owner and the Unit Owner's mortgagee. The Board of Managers shall have the right to charge the cost of the insurance to the individual Unit Owners on the basis of the comparative replacement costs or comparative risks insured of the individual Units.

Such policy, to the extent possible:

- (1) Shall contain no provisions relieving the insurer from liability because of loss occurring while the hazard is increased on the Condominium Property, whether or not within the control or knowledge of the Association, and, if obtainable, shall contain no provision relieving the insured from liability by reason of any breach of warranty or condition caused by the Association or the Owner or tenant of any Unit;
- (2) Shall provide that the policy may not be cancelled except by giving to the Association and to the owner of each Unit addressed to him at the premises, thirty (30) days' written notice of such cancellation;
- (3) Shall contain a provision waiving any right of subrogation by the insurer against the Association, the Unit Owners and their respective agents, employees and tenants;

- (4) Shall contain a provision waiving any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to the Declaration not to repair, reinstate, rebuild or restore the damage or destruction;
- (5) Shall provide that any loss shall be adjusted with the Association and that the insurance proceeds shall be payable to the Association.
- (6) Shall provide that if, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same property covered by the master policy of the Association, the Association's policy is primary insurance not contributing with the other insurance.
- (7) Shall contain a standard mortgagee clause which:
 - (a) Shall name the holder of any mortgage affecting any Unit, whose name shall have been furnished in writing to the Association.
 - (b) Shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act of neglect of the Association or the Owner or the tenant of any Unit;
 - (c) Shall waive: (1) any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, (2) any requirement that the mortgagee pay any premium (provided, however, in case the Association shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the said premium prior to the effective date of the termination of the policy), (3) any contribution clause, and (4) any right of the insurer to be subrogated to the rights of any mortgagee against the Association, Unit Owner and their agents, employees or tenants;

(d) Shall provide that without affecting the protection afforded to the mortgagee by such mortgage clause, any proceeds payable under such clause shall be payable to the Association; and

(e) Shall provide that any reference to the mortgagee in the policy shall include all mortgagees on any Unit, in order of preference.

(b) The Association shall procure and maintain from a company qualified to do business in Louisiana (and, if necessary, to procure the required coverage from other companies) a policy or policies of comprehensive general liability and property damage insurance to insure the Association, its officers, each Unit Owner, the Board of Managers, and the Managing Agent and other employees of the Association against claims for personal injury and property damage arising out of the existence of the premises or operations thereon. The policy shall include to the extent possible: (1) coverage of Automobile Liability for owner-hired or non-owned automobiles, (2) Water Damage Legal Liability, (3) Fire Damage Legal Liability, and (4) Contractual Liability Coverage to protect against such liabilities as may arise under the contractual exposures of the Association. Such insurance shall name officers, owners, members of the Board of Managers, and employees as aforesaid as additional insured, it being understood and agreed that the insurance will exclude coverage for the personal activities of said officers, Owners, members of the Board of Managers and employees as aforesaid, and for liability arising out of ownership of individual Units. Said insurance shall be for such limits as the Board of Managers may decide, but not less than those limits customarily carried by properties of comparable character and usage in the City of Baton Rouge. Such policy, to the extent possible:

- (1) Shall contain no provision relieving the insured from liability because of loss occurring while the hazard is increased on the Condominium Property, whether or not within the control or knowledge of the Association, or of the Owner of any Unit, or caused by any act of neglect of the Owner or tenant of any Unit; and
- (2) Shall provide that the policy may not be cancelled except by giving to the Association and to the Owner of each unit addressed to

him at the premises, thirty (30) days' written notice of such cancellation.

(c) The Association may purchase and maintain in force, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Association shall purchase and maintain workmen's compensation insurance to the extent that such workmen's compensation insurance shall be required by law respecting employees of the Association.

(d) Insurance coverage will be analyzed by the Board of Managers at least every three years from the date thereof and the insurance program revised accordingly. At the request of any mortgagee of any Condominium Unit, the Board of Managers shall furnish to such mortgagee a copy of the policy described in paragraph (a) of this Section 10. Copies of every policy of insurance procured by the Association shall be available for inspection by any Unit Owner (or contract purchaser).

(e) A Unit Owner may obtain insurance, at his expense, affording additional coverage upon his Condominium Parcel and upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in Section (a)(3) above. In the event a Unit Owner may carry property or liability insurance individually upon his interest, which, in case of loss, results in proration of insurance proceeds between the master policy carried by the Association and the individual Unit Owner's policy, the proceeds available under the Unit Owner's policy shall be payable to the Association for the purpose of reconstruction. Any overplus remaining upon completion of reconstruction directly affecting any such Unit shall thereupon be paid by the Association to such Unit Owner.

Section 11. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 12. Right of Access. A Unit Owner shall grant a right of access to his Unit to any person authorized by the Board of Managers, to make inspections; to correct any condition originating in his Unit and threatening another Unit or Common Element; and to install, alter or repair mechanical or electrical services in his Unit or elsewhere in the building. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 13. Rules of Conduct. Rules and regulations concerning the use of the Condominium Property may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to their effective date.

Article VI

Mortgages

Section 1. Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Condominium Parcels".

Section 2. Notice of Unpaid Common Expenses. The Board of Managers, whenever so requested in writing by the mortgagee of a Unit, shall promptly report any then unpaid Common Expenses or other default by the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

Arbitration

Section 1. Arbitration. In case any disagreement shall arise between the Unit Owners in relation to the Declaration, these Bylaws and/or the Condominium Act, whether as to the construction or operation thereof or the respective rights and liabilities thereunder, such disagreement shall be referred to three arbitrators who shall be members of the Board of Managers, one to be appointed by each party and the third to be appointed by the two appointed by the parties; and the award in writing signed by any two of them shall be final; provided that such award shall be made within thirty (30) days after the reference to the said arbitrators. If either party shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other shall have been appointed an arbitrator and served written notice thereof upon the other requiring him to appoint an arbitrator, then the arbitrator so appointed by the first party shall have power to proceed to arbitrate and determine the matters of disagreement as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final; provided that such award shall be made within thirty (30) days after such refusal or neglect of the other party to appoint an arbitrator. The parties to the arbitration shall share the expense thereof.

ARTICLE VIII

Records

Section 1. Records and Audits. The Board of Managers shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which shall indicate the name and address of the Unit Owner, the amount of each assessment for Common Expenses against such Unit, the date when due, the amounts paid thereof, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all Unit Owners, and to all mortgagees of units who have requested same, promptly after the end of each fiscal year.

Article IX

Miscellaneous

Section 1. Notices. All notices to the Board of Managers or the Association shall be sent by first class mail or hand delivery to such address as the Board of Managers may hereafter designate from time to time. All notices to any Unit Owner shall be sent by first class mail or hand delivery to such address as shall be designated by him in writing to the Board of Managers. If a Unit is owned by more than one person, each such person who designates an address in writing to the Secretary shall be entitled to receive such notices. All notices to mortgagees of units shall be sent by first class mail or hand delivery to their respective address, as designated by them from time to time, in writing to the Secretary.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provisions thereof.

Section 4. Gender. All provisions herein include the male, female and neuter genders and include the singular and plural members as the case may be.

Section 5. Waiver. No restrictions, condition, obligation or provisions contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce it, irrespective of the number of violations or breaches thereof which may occur.

Article X

Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended only by the affirmative vote of not less than 75% of the total authorized voting power for all Units at the annual meeting or special meetings of Unit Owners called for such purpose. The notice of such special meeting must be mailed to all Unit Owners

at least ten (10) days prior to the scheduled date for the meeting and the notice must set forth the proposed amendment. No such amendment shall be effective until recorded in the office of the Clerk of Court for the Parish of East Baton Rouge.

Article XI

Conflicts

Section 1. Conflicts. These Bylaws are set forth to comply with the requirements of the Louisiana Condominium Act, LSA-R.S. 9:1121.101 et. seq. In case any of these Bylaws conflict with the provisions of the statute or of the Declaration, the provisions of such statute or of the Declaration, as the case may be, shall control.

Promulgated at Baton Rouge, Louisiana this 10th day of January, 1984.

BOARD OF MANAGERS:

By: Louis F. Fasullo
Louis F. Fasullo

By: Harold L. McNemar
Harold L. McNemar

By: Thomas C. Lundin
Thomas C. Lundin