

**THE COLISEUM PARK CONDOMINIUMS
BY-LAWS
OF
THE COLISEUM PARK CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

The terms used in these By-Laws, to the extent they are defined in the Declaration, as defined in the Articles of Incorporation to which the Association has been formed, shall have the same definitions as set forth therein.

**ARTICLE II
MEMBERS**

SECTION 1. Membership. The membership of the Coliseum Park Condominium Association, Inc., a Louisiana non-profit corporation, shall consist of the Owners of the Condominium known as The Coliseum Park Condominiums located at 1703 Coliseum and 1410-1414 Euterpe Streets, New Orleans, Louisiana 70130.

SECTION 2. Owners. The individuals or entities who are the holders of record title to One Hundred (100%) percent of the undivided ownership of each of the Units as disclosed by the records of the Register of Conveyances of the Parish of Orleans, State of Louisiana.

SECTION 3. Succession. The membership of each Owner shall terminate when he ceases to be an Owner and upon the sale, transfer or other disposition of his ownership interest in the Condominium, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest but such Owner shall remain liable for all Common Charges and other obligations which accrued but were unpaid during his ownership of said Unit.

SECTION 4. Regular Meetings. The first regular annual meeting of the Owners (the "First Meeting") shall be held, not less than forty-five (45) days and not more than ninety (90) days after the earlier to occur of eighteen (18) months after the sale of the first Unit or the date on which the Declarant has sold and delivered its deed for all six (6) of the Units. Declarant may call a meeting earlier at his discretion. Subsequent to the First Meeting, there shall be a regular annual meeting of the Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All such meeting of the Owners shall begin at 1:00 p.m. and shall be held at such place in Orleans Parish, Louisiana and on such date as may be specified in a written notice of the meeting which shall be given to all Owners at least ten (10) days prior to the date of such meeting.

SECTION 5. Special Meetings. Special meetings of the Owners may be called by the President upon his own initiative and shall be called by the President within five (5) days after his receipt of a written request for a special meeting of the Owners from a majority of the Directors or from Owners having at least forty (40%) percent of the Votes entitled to vote at such meetings. Special meetings shall be called by delivering written notice to all Owners not less than (10) days prior to the date of said meetings, stating the date, time and place of said meeting, the persons or persons requesting said meeting, and the matters to be considered.

SECTION 6. Delivery of Notice of Meetings. Notices of any meetings may be delivered either personally or by mail to an Owner at the address given to the Board by said Owner for such purpose or to the Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 7. Voting. The aggregate number of votes for all Owners (the "Votes") shall be six (6). Each unit shall have one vote. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided by shall be exercised by one person in accordance with the proxy or other designation made by the persons owning such Unit. The Declarant may exercise all voting rights with respect to Units owned by it.

SECTION 8. Quorum. A quorum for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the Votes entitled to be cast at such meeting.

SECTION 9. Proxies. An Owner may vote by proxy at any meeting of Owners, provided such proxy is in writing and signed by the Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary and shall be retained in the records of the Association.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (the "Board") shall consist of three (3) members (each, individually, a "Director" and, collectively, the "Directors"). The three (3) Directors listed in the articles of Incorporation of the Association (collectively, the "First Board") shall be appointed by the Declarant or elected at the first meeting of the Association.

The members of the First Board shall serve until they are replaced by Directors elected by the Owners in accordance with the provisions of the following paragraph.

Until the earlier to occur of: (i) the sale of the first three (3) of all six (6) of the Units or (ii) eighteen (18) months after the first sale of a Unit, the Declarant shall have the right to exercise all powers, rights, duties, and functions of the Board. Effective on such date, responsibility for governance of the Condominium Property shall be transferred to the Association, if not sooner turned over to the Unit Owners by declarant as hereafter provided. The Declarant shall be

entitled, however, to exercise all rights and privileges of a Unit Owner, including the right to cast the votes allocated to each Unit that it owns.

SECTION 2. Qualification. Except for members of the First Board or any person appointed by Declarant to serve the unexpired term of a member of the First Board, each Director shall be an Owner. In an Owner is a trustee of a trust, a Director may be a beneficiary of such trust; and, if an Owner is a corporation or partnership, a Director may be an officer, partner or employee of such Owner. If a Director shall cease to meet such qualifications during his term he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining Directors, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant; and that, so long as one (1) or more members of the First Board shall remain in office, any Director elected by the Owners other than Declarant shall be replaced by a Director elected by the Owners other than Declarant. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held contemporaneously with the regular annual meeting of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Special meetings of the Board may be held by telephone conference call. Any Director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall be considered his waiver of notice of said meeting.

SECTION 5. Removal. A Director other than a member of the First Board while serving as a member of the First Board may be removed from office for cause or by the vote of two-thirds (2/3) of the total Votes. Any member of the First Board may be removed only for material breach of his fiduciary duties.

SECTION 6. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by a majority of the Owners.

SECTION 7. Quorum. Except as provided in Section 10 hereafter, two (2) Directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties.
(a) to elect and remove the officers of the Association as hereinafter provided;

- (b) to administer the affairs of the Association and the Condominium;
- (c) to formulate policies for the administration, management and operations of the Condominium and the Common Elements thereof;
- (d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Condominium and the Common Elements, and to amend such rules and regulations from time to time;
- (e) to impose the charges for late payment of assessments and levy such fines for violation of the Declaration, these By-Laws and such Rule and Regulations of the Association as shall be established pursuant to Article V, Section I hereof;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the service of others, and to make purchased or the maintenance, repair, replacement, administration, management and operation of the Condominium and the Common Elements, and to delegate any such posers to the Managing Agent if applicable, (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to enter into any lease or purchase agreement for the lease or purchase of Units, upon such terms at the Board may approve;
- (k) to enter into such contract and agreements relating to the providing of maintenance, management and operational services it may deem advisable;
- (l) to enter into such leases of portions of the Common Elements as the Board may deem advisable; and
- (m) to exercise all other powers and duties of the Association and all powers and duties of the Board referred to in the Declaration.

SECTION 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to gran to the Board, the Association or to the officers of the Association any powers or duties which have been reserved or retained by the Declarant, or which, by law or in the Declaration, have been delegated to the Owners.

ARTICLE IV

OFFICERS

SECTION 1. Designation. At each annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive office of the Association;
- (b) a Secretary who shall keep the minutes of all meetings of the Board and of the Owners and who shall in general perform all the duties incident to the office of Secretary.
- (c) A Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) Such additional officers as the Board shall see fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers, provided the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a special meeting of the Board. Any officer so elected to fill a vacancy shall hold office for the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by a majority of the Owners.

ARTICLE V **ASSESSMENTS**

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association (the "Annual Budget"). To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual Budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. The Annual Budget shall not require an assessment of Owners for Common Expenses in an amount exceeding one hundred fifteen (115%) percent of the Annual Budget for Common Expenses for the preceding year unless such excess is approved by a majority vote of Owners.

SECTION 2. Assessments. The Annual Budget for each fiscal year shall be approved by the Board and copies thereof shall be furnished by the Board to each Owner not later than thirty (30) days prior to the beginning of such year. On or before the first day of each month of the year covered by the Annual Budget, each Owner shall pay as his Common Charges his respective proportionate share of the Common Expenses except Unit 5. Such proportionate share for each Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C of the Declaration, except as to those items or expenses which are specifically allocated in non-proportionate amounts by the Board pursuant to the authority set forth in Section 4 of this Article IV. Unit 5 shall be subject to its own budget. In the event that the Board shall not approve an Annual Budget or shall fail to determine new assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month as may be directed by the Board. No Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements or any Limited Common Elements.

SECTION 3. Supplemental Assessments. In the event that during the course of any year it shall appear to the Board that the Common Charges determined in accordance with the Annual Budget for such year are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board, subject to the limitations of Section 1 hereof, shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner; and thereupon a supplemental assessment shall be made on each Owner as a Common Charge for his proportionate share of each supplemental budget.

SECTION 4. Non-Proportionate. The Board may, at its election and only to the extent necessary to accomplish a fair and equitable allocation of those costs of operation of the Condominium which are attributable to services which are enjoyed to a materially disproportionate extent by one or more Units and the occupants thereof, allocate the Common Expenses among the Units in a manner other than in proportion to their respective appurtenant interests in the Common Elements. Such costs and the rationale for the Board's allocation shall be clearly identified on each Annual Budget and shall not include any expense related to structural repair or replacement of the Building.

SECTION 5. Special Assessments. The Board may impose one (1) or more special assessments during the course of the year for the purpose of payment for capital improvements to the Property; provided, however, that any one (1) or more special assessments aggregating more than fifteen (15%) percent of Common Expenses for the fiscal year shall require ratification by at least two-thirds (2/3) of the Votes before imposition.

SECTION 6. Partial Year or Month. For the first fiscal year, the Annual Budget shall be as approved by the First Board. If such first fiscal year or any succeeding fiscal year shall be less than a full year, then the Common Charges for each Unit shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that an Owner acquires ownership of his Unit, each Owner shall pay his Common Charges for the following month or fraction of a month, which assessment shall be in proportion to his ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current Annual Budget, and which assessment shall be computed by the Board.

SECTION 7. Operating Statement. Within ninety (90) days after the end of each fiscal year covered by the Annual Budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for each year so ended, showing the receipts and expenditures and such other information as the Board may need desirable.

SECTION 8. Expenditures. Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure not provided for in the Annual Budget in excess of Seven Thousand Five Hundred and NO/100 (\$7500.00) Dollars, unless required for the protection, operation or emergency repair of the Common Elements or Limited Common Elements, nor enter any contract for more than one (1) year without prior approval of Owners entitled to two-thirds (2/3) of the Votes.

SECTION 9. Lien. If an Owner shall fail or refuse to make payment of any portion of his Common Charges, Late Charges, or any Special Assessment when due, the amount thereof, together with interest thereon at the rate of eighteen per cent (18%) per annum from and after said Common Charges, Late Charges, or any Special Assessment becomes due and payable, shall be secured by a privilege upon the Unit as provided in Section 1123.115 of the Act, provided, however that such lien shall be subordinate to the encumbrance of any First Mortgage except from and after the date on which such Approved Mortgagee either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or causes a keeper of the Unit to be appointed. The provisions of the Section 8 shall not be amended, modified, or rescinded in any way without prior written consent of all Approved Mortgagees.

The Association or its successors and assigns, or the Board or its agents shall have the right to maintain a personal action to collect unpaid Common Charges due by any Owner and to enforce the privilege against such Owner's Unit as provided in the Act or the Declaration; and that shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorneys' fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid common Charges.

SECTION 10. Late Charges Fines and Penalties. In the event that an Owner shall fail or refuse to make payment of any portion of his Common Charges or any Special Assessment within ten (10) days after the due date thereof, such Owner shall pay a penalty of One Hundred and No/100 (\$100.00) Dollars as a late charge; and the Association shall not be obligated to receive such Owner's payment of his Common Charges or any special assessment without payment of such late charge. The Association may, after notice and a reasonable opportunity to be heard, levy reasonable fines or take such other action as is permitted under the Act or the Declaration, for violation of the Declaration, the By-Laws and the Rules and Regulations of the Association which fines or actions shall be secured and enforceable as provided in Section 8.

SECTION 11. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited and Special Limited Common Elements, specifying and itemizing the Common Expenses incurred. Such records and the vouchers authorizing the payments involved shall be available for examination by the owners at convenient hours during week days. Payment vouchers may be approved in such manner as the Board may determine. The Board shall cause to be maintained a separate account for each Unit which shall indicate the name and address of the Owner the amount of each assessment for Common Expenses, the date on which the assessment becomes due, amounts paid on the account and any balance due.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner a statement of his account setting forth the amount of any unpaid Common Charges or Special Assessments due and owing from such Owner.

SECTION 12. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Condominium or the Common Elements, rather than a lien against only a particular Unit, When less than all the Owners are responsible for the existence of any such liens, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 13. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit C of the Declaration.