

BY-LAWS
OF
GASLIGHT CONDOMINIUM ASSOCIATION

GASLIGHT CONDOMINIUM ASSOCIATION, (hereinafter referred to as the "Association"), a non-profit Louisiana corporation formed under the laws of the State of Louisiana, being the governing body of certain immovable property submitted to the provisions of the Louisiana Condominium Act, La. R.S. 9:1121.101-1124.115, as amended (hereinafter referred to as the "Condominium Act"), in accordance with a Condominium Declaration by CYPRESS GROUP, L.L.C. and MANDICO, L.L.C dated March 27, 2000, creating and establishing GASLIGHT CONDOMINIUM ASSOCIATION, INC., does hereby adopt the following By-Laws which shall govern the administration of said Association and of the Condominium Property.

All present or future owners, tenants, or occupants of Units in the Condominium and their respective employees, or any other person who might use the facilities of this Condominium in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition, rental or occupancy of any of the Units of the Condominium will signify and constitute a ratification and acceptance of these By-Laws by any such owner, occupant, tenant, employee or other person.

ARTICLE I

OFFICE

1. The principal office of the Association shall be located at 350 North Causeway Boulevard, Mandeville, La. 70448.
2. The Association may also have offices at such other places both within and without the State of Louisiana as the Board of Managers may from time to time determine.

ARTICLE II

MEMBERSHIP MEETINGS

1. All meetings of the members of the Association shall be

held at the principal office at the Association or such other place, within or without the State of Louisiana as may be designated by the Board of Managers.

2. Subject to the provisions of Section 10 of this Article, an annual meeting of the members commencing with the year 2000 shall be held on the 10th day of December in each year, or if said day be a legal holiday, then on the next secular day following, for the purpose of electing managers and for the transaction of such other business as may be properly brought before the meeting of the members; provided that, upon election by the Declarant to terminate its control of the Condominium, the first annual meeting of the members be called for a time and place set by the Board of Managers.

3. Special meetings of the members, for any purpose or purposes, may be called by the President or Board of Managers and shall be called by such officers upon receipt of a written request from any members holding in the aggregate one-third (1/3) of the total voting power.

4. 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. 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 sixty (60) days prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting.

5. Fifty-one (51%) percent of the total voting rights, present or represented by written proxy at a regular or special meeting of the members shall constitute a quorum. When a quorum is present at any meeting, the holders of fifty-one (51%) percent of the voting rights present or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which by express provision of the statutes, 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.

6. In any meeting of members each Owner of a Unit shall be entitled to cast the number of votes equal to said Unit Owner's percent of ownership interest in the Common Elements set out on Exhibit E and F. If a unit is owned by one person, his right to vote shall be established by the record title to his Unit. 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 the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by the President or Vice President and attested by the Secretary or Assistant Secretary of such corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked at any time by the Owner thereof. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

7. Approval and 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 who would cast the vote of such Owner if in an Association meeting.

8. 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 managers, 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 managers.

9. The order of business at annual member's meetings, and, as far as practical at all other member's 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 managers (as necessary);
- 8) Unfinished business;
- 9) New business, and
- 10) Adjournment.

10. 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, 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

MANAGERS

1. The affairs of the Association shall be managed by a Board of Managers consisting of three (3) persons, or such greater number as determined from time to time by the members. Managers need not be a member.

2. Election of Managers

(a) After retirement of the original Managers, election of

managers shall be conducted at the annual member's meeting. A nominating committee shall be appointed by the Board of Managers at least thirty (30) days prior to the annual member's meeting. Additional nominations for managership and managers may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

- (b) Except as to vacancies provided by removal of managers by members, vacancies in the Board of Managers occurring between annual meetings shall be filled by the remaining managers.
- (c) Any managers may be removed for cause by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Managers so created shall be filled by the members of the Association at the same meeting.

3. Manager's Meetings.

- (a) The organization meeting of a newly-elected Board of Managers shall be held within ten (10) days of their election at such place and time as shall be fixed by the managers at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
- (b) 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 managers. Notice of regular meetings shall be given to each manager, 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.
- (c) Special meetings of the managers may be called by the

President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of the meeting shall be personally or by mail, telephone or telegraph, which notice shall state the time, place, and purpose of the meeting.

- (d) Any manager may waive notice of a meeting before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- (e) A quorum at manager's meetings shall consist of the managers entitled to cast fifty-one (51%) percent of the votes of the entire Board. The acts of the Board approved by fifty-one (51%) percent of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Managers, except as specifically otherwise provided by law or in the Condominium Declaration, Articles of Incorporation, of these By-Laws. If at any meeting of the Board of Managers 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. The joinder of a manager in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such manager for the purpose of determining a quorum.
- (f) The presiding officer of manager's meetings shall be the President if such an officer has been elected, and if none, then the managers present shall designate one of their number to preside.
- (g) Any action which may be taken at a meeting of the Board or any committee thereof, may be taken by a consent in writing signed by all of the managers or by all members of the committee, as the case may be, and filed with the

or any committee thereof, may be taken by a consent in writing signed by all of the managers or by all members of the committee, as the case may be, and filed with the records of proceedings of the Board of Committee.

- (h) Manager's fees, if any, shall be determined by the members.

4. 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 shall be exercised exclusively by the Board of Managers, 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 managers. A manager may also be an employee of the Association. The Board of Managers may designate one or more committees, each of which to consist of two or more managers, which to the extent provided by resolution of the Board, shall have any more exercise powers of the Board in the management of the business and affairs of the Association. Each such committee shall hold office during the term of the Board constituting it, unless otherwise ordered by the Board.

ARTICLE IV

OFFICERS

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

2. The President shall be the chief executive officer of the

Association. He shall have all the powers and duties of an association, 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. The Vice-President 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 managers.

4. The Secretary shall keep the minute book wherein the resolutions of all proceedings of the managers and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and managers 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 managers or the President.

5. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. 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. The compensation of all employees of the Association, including officers, shall be fixed by the Board of Managers.

ARTICLE V

ASSESSMENTS AND FISCAL MANAGEMENT

1. On or before December 1st of each year, the Board of Managers shall prepare a budget (the "Annual Budget") based on an estimate of the total amount required for the cost of wages, materials, insurance, services and supplies and other Common Expenses which will be required during the ensuing calendar year for the management and maintenance of the Condominium Property, together with reasonable amounts considered by the Board to be

necessary for the reserves hereinafter established. On or before December 1st of each year, the Board shall give each Unit Owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual and monthly assessments pertaining to the Unit, which assessments shall be fixed in accordance with the provisions of the Condominium Declaration. If the budget or proposed assessments are amended, a copy of the amended budget or statement of assessment shall be furnished each Unit owner concerned. The Association membership shall approve this Budget at the next annual meeting by a two-third (2/3) majority of the Voting Rights present or represented by written proxy at such meeting.

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

3. In the event that the Annual Budget and the assessments, made pursuant thereto prove to be insufficient for any reason, including nonpayment of any assessment, the Annual Budget and assessments therefor may be amended at any time by the Board of Managers and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section 1 of this Article.

4. When the first Board of Managers takes office, it shall forthwith determine the Annual Budget for the period commencing thirty (30) days after such taking of office and ending on December 31, of the same calendar year. Assessments shall be levied during this period as provided in Section 1 of this Article and in the Condominium Declaration.

5. The Annual Budget may include allocations for, and the

funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

- (a) Current Expenses, which shall include all funds 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 and operation of the Condominium Property, including reasonable amounts for contingencies related to such expenses.
- (b) Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually.
- (c) Reserves for Obsolescence and Replacements, which shall include funds for repairs or replacements to the Condominium Property required because of uninsured casualty damage, depreciation, or obsolescence.
- (d) Reserve for Alterations and Improvements, which shall include funds for such alterations or improvements to the Common Elements which may have been authorized in accordance with the Condominium Declaration and for additional movable property needed in the management and operation of the Condominium Property and which will become part of the Common Element.
- (e) Reserve for Bad Debts, which shall include funds to offset reasonably anticipated defaults in payments of assessments and other obligations due the Association.
- (f) Reserve for Taxes, which shall include funds to pay any taxes, including income taxes, levied against the Association, but not any taxes or assessments levied against individual Units or Unit Owners.
- (g) Working Capital, which shall include funds necessary to provide sufficient cash to the Association to pay current obligations as they become due.

The Board of Managers, in its absolute discretion, may establish, from time to time, such other accounts or budget

classifications as it may deem appropriate for the property administration of the Condominium Property.

6. Extraordinary or emergency expenditures not originally included in the Annual Budget which may become necessary shall be first charged against any appropriate reserves available, and if not adequate, the Board of Managers may levy an additional assessments against Unit Owners. Such assessments shall be made only upon written notice to and approval of Unit Owners entitled to cast more than fifty-five (55%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Managers may levy against Units and Unit Owners shall be made, apportioned and collected in the manner set forth in those provisions of the Condominium Documents or law authorizing the same or in the action of the Board in making the assessment, and in lieu thereof, in the same manner as provided in Section 1 of this Article.

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

8. The Treasurer shall keep full and correct books of

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

9. All installments on assessments shall be payable to the order of GASLIGHT CONDOMINIUM ASSOCIATION, and shall be paid at the principal office of the Association; or to such other person or entity and at such other places as the Board of Managers may from time to time designate.

Any installment or any assessment for Common Expenses not paid within ten (10) days after the date when due shall bear interest at the rate of 1.50% of the amount due per month from date until paid, and a late charge of ten (10%) percent of the unpaid installment(s) shall be assessed against the delinquent Unit Owner and shall be delinquent as of the eleventh day after the date due. Not later than thirty-eight (38) days after any such assessment becomes delinquent, the Treasurer or Secretary 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. Such statements shall be executed by the Treasurer or Secretary in authentic form or shall be duly acknowledged before Notary Public and shall either be personally delivered or sent by registered mail to the responsible Unit Owner. In the event that payment is not

forthcoming, the Secretary or Treasurer shall, not later than forty-five (45) days after the date on which the installment becomes delinquent, take necessary measures to file in the records of the Clerk of Court and Ex-Officio Recorded of Mortgages for the Parish of Orleans a claim of lien on behalf of the Association against the Condominium Parcel liable for such assessment. The claim of lien shall be signed and verified by affidavit of any manager or officer of the Association 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 record Unit Owner; (iii) the amount of all delinquent installments or payments or assessments for Common Expense and any accelerated assessment; 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 Managers shall take necessary measures to have filed on behalf of the Association a suit on such claim plus reasonable attorney's fees and all costs in a civil action in a court of competent jurisdiction in St. Tammany Parish.

In any case where an assessment against a Unit Owner is payable in installments, upon default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments shall be accelerated, and the entire balance of such assessment shall be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Board of Managers or the managing agent.

All liens for assessments against Units shall be subordinate in rank to any mortgage or lien on any Unit filed for record prior to the lien for such assessment.

10. Any Unit Owner who mortgages his Unit shall notify the Secretary of the name and address of his mortgagee and any such mortgagee shall have the right to notify the Secretary of the

existence of a mortgage on a Unit. The Secretary shall maintain such information in a special book or file. The Treasurer will promptly report to a mortgagee of a Unit any unpaid assessments or other default and claim for delinquent installment or assessment or claim of lien 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.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Managers. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by resolution of the Board of Managers. All funds collected by the Association for 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 receipted to accounts from which shall be paid the expenses for which the respective assessments were made.

12. Fidelity bonds shall be required by the Board of Managers from all officers, employees of the Association, or other persons or contractors handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Board of Managers, but shall be at least the amount of the total annual assessments against Unit Owners for Common Expenses. The premiums on such bonds shall be paid by the Association and be a part of the Common Expenses.

ARTICLE VI

RULES AND REGULATIONS

1. The Board of Managers may in its discretion, and shall at the discretion of members holding two-third (2/3) 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 Property and for the health, comfort, safety and general welfare of the Owners and occupants of the Units.

2. 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 Property shall be maintained at all times in the records of the Association.

ARTICLE VII

ARBITRATION

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

2. All arbitration proceedings shall be governed by the Rules and Regulations of the American Arbitration Society, Dallas, Texas, unless another procedure is agreed upon by all parties thereto.

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

ARTICLE VIII

NOTICES

1. Any notice required by the Condominium Documents or by law to be given in writing by any Unit Owner or the Association or its Board of Managers or by the Association or its Board of Managers 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, with respect to the Association, and to the last address of such Unit Owner, Association member or other person appearing in the records of the Association.

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

ARTICLE IX

AMENDMENT OF BY-LAWS

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-six and two-thirds (66 2/3%) percent of the entire membership. Members not present at the meetings considering the amendment may express their approval in writing thereafter. No amendment shall be effective with respect to Article VII, Section 1 without approval of one hundred (100%) percent of the Unit Owners and the Declarant. Until the first election of managers by the members at an annual meeting, By-Laws may be approved by the unanimous vote of the managers.

3. An amendment may be proposed by either the Board of Managers or by any member of the Association.

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 adopted, is recorded with the Clerk of Court of St. Tammany Parish, Louisiana in the same manner a recordation of the original Condominium Declaration to which the original By-Laws are annexed as an exhibit.

5. These By-Laws shall be amended, if necessary, so as to

make the same consistent with the provisions of the Condominium Declaration and the requirements of law.

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

7. No amendment to these By-Laws shall operate to change any Unit or the share in the Common Elements or other rights appurtenant to the Unit, or increase the Owner's share of the Common Expenses, or change the voting rights or members, unless the record Owner of the Unit concerned and all record mortgagees thereof shall join in the execution of the amendment.

AMENDMENT X

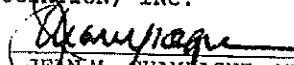
PARLIAMENTARY RULES

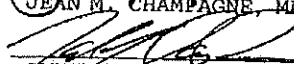
All meetings of the members and managers of the Association shall be conducted in accordance with Robert's Rules of Order.

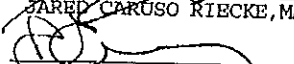
The foregoing were adopted as the By-Laws of GASLIGHT CONDOMINIUM ASSOCIATION, a non-profit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Managers.

Dated this 27th day of March, 2000.

GASLIGHT CONDOMINIUM
ASSOCIATION, INC.

BY: 
JEAN M. CHAMPAGNE, MANAGER

BY: 
JARED CARUSO RIECKE, MANAGER

BY: 
RICKY CHONG, MANAGER