

SECOND AMENDMENT TO
DECLARATION CREATING AND
ESTABLISHING A CONDOINIUM
PROPERTY REGIME FOR MILLS
ROW CONDOMINIUMS

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

BE IT KNOWN, that on the ____ day of _____, 2015,

BEFORE ME, the undersigned Notary, in and for this Parish and State and in the presence
of the undersigned competent witnesses, on the date set out below, personally came and appeared:

MILLS ROW CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. (“the Association”) a non-profit corporation organized under the laws of the State of Louisiana, filed with the Secretary of State of the State of Louisiana on June 20, 2006, represented herein by its President, Regina Draper, duly authorized to act by virtue of a resolution of the board of directors of said corporation, which resolution is attached hereto, and made a part hereof.

Appearer does declare, after being duly sworn, as follows:

WHEREAS, the Declaration Creating and Establishing a Condominium Regime for the Mills Row Condominiums, dated June 19, 2006, recorded on June 23, 2006, Notarial Archives No. 2006-22037, Conveyance Instrument No. 325153 of the conveyance records of Orleans Parish, Louisiana (“Condominium Declaration”), provides that the Condominium Declaration may be modified or amended by the approval of at least sixty-six and two-thirds (66.66%) percent of the Association, as defined therein, and set for in Article XIV, Section 3 of the Condominium Declaration.

WHEREAS, the Association now desires to revise, restate, amend and clarify Article XII, Section 9, “Interest, Penalties, Liens and Late Charges.”

NOW, THEREFORE, upon a resolution for adoption of the proposed amendment, a copy of which is attached hereto, and a vote of at least sixty-six and two-thirds (66.66%) percent of the Association, as defined therein, and set forth in Article XIV, Section 3 of the Condominium Declaration, the Association hereby amends Article XII, Section 9, "Interest, Penalties, Liens and Late Charges" of the Condominium Declaration to provide as follows:

9. Interest, Penalties, Liens and Late Charges. Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but all sums paid after such period shall bear interest at the maximum rate allowed by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the Assessment payment first due. Failure to pay any monthly installment of any Assessment shall, at the option of the Board, mature the entire annual Assessment for Common Expenses and the same shall be due and payable immediately upon written notice to the Unit Owner. The Unit Owner agrees to pay reasonable attorney's fees, and costs actually incurred by the Association, in connection with the collection of any Assessments. The Board may assert a lien against such Unit Owner's Unit in accordance with the Act. The lien for unpaid Assessments provided by the Act shall also secure court costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As provided in the Act, any lien imposed by the Association against a Unit shall be subordinate to the lien of any mortgage against such Unit duly recorded prior to the date of recordation of such lien in favor of the Association. The lien in favor of Association shall not be affected by a transfer of the Unit, except in connection with foreclosure by a superior lien holder.

In all other respects the Condominium Declaration, and any prior amendments, as they appear on the public records, remain unchanged and in full force and effect except as amended, modified supplemented and rested herein.

THUS DONE AND PASSED, in the presence of the undersigned competent witnesses and me, Notary, after reading the whole and for the purposes stated herein, this ____ day of _____, 2015, New Orleans, Louisiana.

WITNESSES:

MILLS ROW CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

Print Name

BY: _____
REGINA DRAPER, PRESIDENT

Print Name

TYPE OR PRINT NAME
NOTARY PUBLIC
BAR ROLL OR ATTORNEY ID# _____