

BYLAWS

HOLLY RIDGE TOWNHOUSES, SECOND & THIRD FILING

PROPERTY OWNERS' ASSOCIATION, INC.

December 2023

ARTICLE I. NAME

The name of the organization shall be the "Holly Ridge Townhouses, Second & Third Filing, Property Owners Association, Inc."

ARTICLE II. OBJECT

The purpose of the association is stated in Article IV of the Articles of Incorporation, recorded as Original 561, Bundle 10318, of the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE III. MEMBERS

Section 1. A member of the association is defined as the recorded owner(s) of each of the forty-eight townhouses in Holly Ridge Townhouses, Second and Third Filing, as listed in article VI of the Articles of Incorporation.

Section 2. All association members are obligated to pay assessments imposed by the Board of Directors to meet all projected operating expenses and scheduled capital improvements. Assessments based on the annual budget shall be prorated and paid monthly. Special assessments may be made to pay for unseen occurrences and shall be paid in accordance with guidelines established by the Board of Directors.

Section 3. All dues are due by association members and payable on the first of each month. If payment is not made by the tenth of the month, the member is subject to a late payment charge of 10%. Monthly dues not paid within thirty days after the due date shall bear twelve percent (12%) interest from the due date. The member is also subject to collection and attorney's fees. If the Board deems it necessary, a lien may be placed against the townhouse property owned by the member.

ARTICLE IV. MEMBERSHIP MEETINGS

Section 1. Meetings A meeting of the Association membership shall be held each year no later than January 31 for the purpose of electing members of the Board of Directors and conducting any other business. Other meetings may be called by the Board of Directors or upon petition of one-third of the members. The Board of Directors is responsible for determining the time and place of the meeting and notifying all members.

Section 2. Notification Members shall be notified by letter of the time and place of the meeting at least 10 days in advance.

Section 3. Quorum A quorum shall consist of ten (10) members or members in attendance plus proxies.

Section 4. Voting Each member shall be entitled to one vote for each townhouse owned. Each association member unable to attend a general membership meeting may appoint another member as his or her proxy for that meeting by completing the proxy form supplied by the Board (or an equivalent document). All proxies must be submitted to the Secretary of the Board prior to the general membership meeting.

ARTICLE V. OFFICERS

Section 1. Election and Term At a meeting held prior to January 31st each year, the Association shall elect members of the Board of Directors. Normally, in even numbered years, three directors will be elected, and in odd-numbered years, two directors will be elected. Terms will expire in two years at the conclusion of the January meeting of the membership.

Section 2. Qualifications Only members of the Association, defined as recorded owners of a lot listed in Article VI of the Articles of Incorporation, are eligible for membership on the Board of Directors, and meet the additional qualifications:

1. Good Standing: The member must not have any outstanding dues, fees, or fines owed to the Association at the time of the election.

2. Compliance with HOA Provisions: The member must not be currently in violation of any restrictions, covenants, or other provisions of the Association's governing documents.

Only one Association Member of each lot may serve. Board members may serve consecutive terms without limit. Association members who live off-site that show interest in Board Membership are subject to Board approval and vote.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Composition The Board of Directors shall elect from the members of the Board the following officers at its first regularly scheduled meeting after the January General Membership Meeting.

Section 1.1 President The President shall preside at all meetings of the Association and the Board of Directors; shall determine the order of business at all Association and Board meetings; shall be an ex-officio member of all committees; and shall perform other such duties as may be prescribed by the Board of Directors, Articles of Incorporation, and these by-laws.

Section 1.2 First Vice President The First Vice President shall perform the duties of the President in their absence, failure, or inability to act, and shall perform such other duties as may be prescribed by the Board of Directors, Articles of Incorporation, and these by-laws.

Section 1.3 Second Vice President The Second Vice President shall perform the duties of the First Vice President in their absence, failure, or inability to act, and shall perform such other duties as may be prescribed by the Board of Directors, Articles of Incorporation, and these by-laws.

Section 1.4 Secretary The Secretary shall keep the minutes of the meetings of this association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, Articles of Incorporation, and these by-laws.

Section 1.5 Treasurer The Treasurer shall receive and hold all dues and other moneys of this association, shall disburse such funds as directed by the Board of Directors, shall maintain membership records, shall keep an accounting of all funds received and disbursed and shall perform such other duties as may be prescribed by the Board of Directors, Articles of Incorporation, and these by-laws. These duties may be delegated to a manager, as approved by the Board. In addition, the Treasurer shall prepare a budget each year and shall present the annual report to members at the general meeting.

Section 2. Powers The Board shall have the power to set reasonable rules for matters concerning Holly Ridge and its residents as well as penalties for infractions of these rules. This will include, but not be limited to, matters relating to safety, maintenance, living conditions, beautification, and administration.

Section 3. Responsibilities The Board is responsible for setting association dues, paying all association debts, keeping a proper accounting of funds, entering into contracts on behalf of the association, and conducting all its business.

Section 4. Meetings The Board of Directors shall meet as often as necessary at the time and place determined by the Board. Members of the Association shall be advised of the meeting time and location and shall be permitted to make presentations at the meetings.

Section 5. Quorum A majority of the Board members (three) shall constitute a quorum.

Section 6. Voting With a quorum, a majority of the Board members present shall be necessary for approval of any matter. Board members unable to attend a Board meeting may not appoint or substitute anyone else in their place.

Section 7. Meeting Attendance Any Board member who misses three regularly scheduled meetings during a calendar year may be removed from the Board by majority vote of the other Board members. A Board member missing a regular meeting because of representing the Association at another meeting shall be counted as present.

Section 8. Vacancies If a vacancy should occur in the Board of Directors, the remaining Board members shall, by majority vote, elect a replacement member who shall serve the remainder of the term.

Section 9. Recall A majority of the forty-eight Association members may recall any member of the Board of Directors by written petition.

ARTICLE VII. COMMITTEES

The Board may appoint committees as necessary to assist in carrying out its duties. Members of committees, except the nominating committee, may include non-members of the association. The President shall be an ex-officio member of all committees except the nominating committee.

ARTICLE VIII. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Roberts Rules of Order, Newly Revised, shall govern the organization in all cases in which they are not inconsistent with these bylaws or any special rules of the organization.

ARTICLE IX. ARCHITECTURAL CONTROL

Section 1. Architectural Board The Board of Directors shall carry out all functions and responsibilities of the Architectural Board.

Section 2. Purpose Exercising architectural control over the members of the association is necessary to preserve uniform appearance of the complex which will help to maximize property values for all Association Members.

Section 3. Modifications Any proposed changes to the exterior of a unit must be submitted by the Association Member to the Board of Directors prior to the beginning work. Changes which require approval include, but are not limited to, the following: entrance doors, garage doors, color of unit siding or trim, installation of a different type of siding, roof replacement, or changing or adding any object visible from the street. No modifications to the exterior of a townhouse shall be made without the prior written approval of the Board of Directors.

Section 4. Penalty for Violation In the event that an Association Member violates Section 3 above, the Board of Directors shall take immediate action not limited to the following: 1.) The Board shall notify the Association Member in writing to restore the unit to its pre-modification condition within a period of time not to exceed 30 days. If the Association Member fails to comply, he or she shall be liable for all costs and attorney fees incurred by the Board if litigation becomes necessary; or 2.) The Board may obtain a temporary restraining order, preliminary and/or permanent restraining injunction against the Association Member, at the Association Member's expense, to prevent the activity from continuing or being completed; or 3.) The Board may retain a qualified contractor to return the unit to its pre-modification condition and place a lien on the townhouse for the costs incurred in doing so.

ARTICLE X. MAINTENANCE

Section 1. Member's Responsibility Every member must promptly perform all maintenance and repair work on his or her own unit, which, if omitted, would (in the opinion of the Board of Directors) affect the property value of the other townhouses. This includes, but is not limited to: repairs to the roof, repairs or cleaning to siding and trim; all repairs within the unit's lot lines including contents of the unit; all window treatments need to be visually appealing and in working order; no foil on windows; if the unit has grass in the patio, the grass needs to be maintained and cut to discourage rodents, pests, fence rot,

termites, etc. Plumbing from individual unit up to but excluding the shut-off valve into the unit; sewer lines from cleanout into the unit, and patio areas including fences

Section 2. Association's Responsibility The Association shall be responsible for replacement of the roofs and painting the exterior of the units. This work will be undertaken when deemed necessary by the Board of Directors, and when doing so would not make the Association insolvent. Any member who has painted his or her unit within nine months prior to the time when the Association paints the exterior of the other units in the same building, may choose to have his or her unit painted again or to receive a credit to his or her monthly dues equal to the Association's cost of painting one unit. The Association shall also be responsible for driveways, sidewalks, perimeter fence, plumbing up to and including the unit shut-off valve, sewer pipes up to the clean-out access, lawn care including grass cutting, weeding, flower beds, and trimming bushes.

ARTICLE XI. INSURANCE

Section 1. Type of Coverage Each unit in Holly Ridge must be covered by Fire and Extended Coverage Insurance, including Vandalism and Malicious Mischief, in the amount of 100% of the replacement cost of the unit. This is the responsibility of individual Association Members.

Section 2. Certificate of Insurance The Association must be provided with a certificate of insurance and a paid receipt for the annual premium by each Association Member. A copy of the policy declaration sheet showing the policy coverages is to be sent to the Association or its agent within 30 calendar days of its receipt by the Association Member. Failure to comply to this requirement may result in legal action. The Association Member must notify the property management company of any changes in insurance company, coverage, expiration, cancellation, or lapse of the policy.

Section 3. Repair of Destruction Plans for repair of damage must be approved by the Board of Directors. The Association Member must commence repair or reconstruction of any damage or destruction to a unit within sixty days of the date of the damage. Repairs must be diligently pursued to completion.

ARTICLE XII. PARKING

Section 1. Residents 3rd vehicles and/or vehicles that are consistently (4+ days/week) parked in guest parking due to size of vehicle, lack of space in garage, or general overflow vehicles) need to register all of their vehicles with the Board, get a window tag from the Board, and pay a yearly fee of \$480/year. If an owner pays the fee for a guest parked vehicle and gets rid of that vehicle or starts utilizing space in their garage for that vehicle, we will prorate and pay them back for the unused months. Owners will get vehicle tags (for all resident vehicles, with a maximum of 3 per household) so any of their vehicles can be parked on the lot. There will be no reserved spots for overflow vehicles and guest parking will continue to be first come, first served. The parking fee will be paid in a one-time yearly fee.

Residents (owner-occupied and non-owner occupied) will no longer be allowed to have more than 3 vehicles kept here at Holly Ridge Townhomes. Any residents with more than 3 vehicles will need to make arrangements for their additional overflow vehicles.

Section 2. Visitors Parking spaces marked with yellow lines in parking bays are provided for the use of visitors. These spaces may not be used by residents on a regular basis unless noted above in Section 1. Parking in these spaces is on a first-come first-served basis.

Section 3. Restrictions Parking is not permitted on the grounds, sidewalks, places which restrict accessibility or access to any right-of-way or garage or where a safety hazard would be created. All residents' vehicles must be parked in their garages. Non-running, non-street legal or unsightly vehicles may not be parked in guest parking. Non-running, non-street legal or unsightly vehicles may not be parked in a garage while a 3rd, functioning vehicle is parked in guest parking, occupying an unnecessary guest parking spot.

Section 4. Penalties In the event that a resident violates any provision of this article, the Board may give the Association Member(s) of the vehicle and the unit oral or written notice to move the vehicle. The board shall give the Association Member(s) a period of time not to exceed one week to move the vehicle(s) to the unit's garage or to a facility off of Holly Ridge's premises. If the Association Member fails to comply with the board's instructions, there will be a \$50 capital improvement assessment. Continued violations will result in towing.

ARTICLE XIII. LEASED UNITS

Section 1. Association member shall provide the Board with information on all occupants, including lessees. This information will include names of all occupants, telephone numbers, types of pets, and descriptions of all vehicles to be kept at Holly Ridge.

Non-owner-occupied units will be defined as those that are being lived in by a rental tenant, family member(s) or friend(s) without the homeowner being present.

All non-owner-occupied units will need to provide property management with a yearly lease, as well as contact information of occupants. All non-owner-occupied units will be provided with a copy of the bylaws and are expected to comply with all rules and regulations.

Section 2. Owners shall provide lessees with a copy of these Bylaws and instruct lessees of their obligations to comply with the same.

Section 3. If a lessee violates any provision of these Bylaws, the Articles of Incorporation or the Declaration of Protective Restrictions, Covenants, and Conditions, the lessee and owner will be given notice by the Board of the violation and action to be taken. If an assessment is warranted or authorized by said documents the owner shall bear the assessment.

Section 4. Every lease of a lot and a home shall be in writing and shall provide that the lease shall be subject in all respects to the provisions of these Bylaws, and the Articles of Incorporation and the Declaration of Protective Restrictions, Covenants, and Conditions and that any failure by the lessee to comply with the terms of said documents shall terminate the lease and require the lessee to vacate the property within thirty days.

Section 5. Holly Ridge will not allow any sort of Short-Term Rentals; this includes, but is not limited to: AirBnB, VRBO, etc.

ARTICLE XIV. RESTRICTIONS

Section 1. All townhouses shall be utilized only for residential purposes by a number of people related by blood or marriage and no more than one person not related by blood or marriage. No garage apartments are permitted. No commercial activity may be conducted.

Section 2. The only animals permitted are residents' pets, provided they are not kept for any commercial purpose, or in such numbers or conditions as to be offensive to other residents. All dogs and cats must wear a collar with a valid registration tag and rabies vaccination tag. When not confined inside, all pets must be on a leash. All animal droppings must be picked up immediately by the Association Member and placed in a pet owner's garbage container or onsite pet waste receptacles. Violation of this section shall result in notification by the Board to the unit owner to cease violation immediately. If the situation is not corrected, the Board shall be authorized to: 1. Assess the Association Member a \$50 capital improvement assessment; or 2. Notify animal control to remove the animal from the premises.

Section 3. No antennae, and no satellite dishes larger than 1 meter in diameter, are permitted, no signs are permitted without prior approval of the Board of Directors.

Section 4. No boat, truck larger than 1 ton, bus, trailer, camper, or similar vehicle may be kept or stored on any street or public parking area in Holly Ridge.

Section 5. The speed limit for all vehicles in Holly Ridge is 10 miles per hour.

Section 6. No mobile homes, temporary structures, vehicles, or vehicle repairs are permitted on the common grounds at Holly Ridge.

Section 7. Landscaping in the front of each townhouse shall be maintained by owners and/or tenants. Plants and shrubs that tend to become overgrown should be avoided. Recommended plants include azaleas, gardenias, tea or drift roses, small box hedges, or other flowering or evergreen plants that may be easily maintained. Mulch for all flower beds may be straw or pine needle mulch. Use of lawn timbers and pine bark is prohibited in order to reduce the possibility of termite infestation. No planting is permitted in common areas without prior approval of the Board of Directors.

Section 8. Garbage, trash, and recycle containers must be kept inside garages. Whenever possible, they should be put outside after 6 PM the night before scheduled collection and taken back inside as soon as possible after emptying.

Section 9. Garage sales and all solicitations are prohibited. Any activity which is an annoyance or nuisance to other residents is prohibited, including weddings or gatherings which abuse guest parking. Any unusual or large gathering hosted by an Association Member or renter must be pre-approved by the Board two weeks prior to the gathering so that other residents may be provided with advance notice. A large gathering may be defined as ones having 10 or more guests and/or 5 guest vehicles. A capital improvement assessment of \$200, payable by the Association Member, shall be assessed for violation of the prohibition on garage sales or large attendance events.

Section 10. In the event a child is seen violating this section or causing damage to property, the Association Member of the unit in which the child lives shall be notified to correct the situation and pay for repairing any damage caused. Repeated violations may result in a \$50 capital improvement assessment for each occurrence.

Section 11. In the event of any violation of any section of this Article, the owner (including the owners of leased units) may be assessed a \$50 capital improvement assessment per occurrence, unless provided otherwise in these bylaws.

ARTICLE XV. DEDICATION OF PENALTIES

Any penalty, fee, or charge assessed against an Association Member for a violation of the rules and regulations as set in these Bylaws, shall be dedicated to a capital improvement fund, which fund shall be used for the repair or improvement of the common elements in the Holly Ridge Townhouses, Second and Third filing.

ARTICLE XVI. AMENDMENTS

These bylaws may be amended at a regular or special meeting of the Association Members by a vote of a majority with a quorum of Association Members present in person or by proxy. A formal proxy form must be presented at the meeting or received by the Board of Directors and/or Property Management before the meeting in order for the proxy vote to count.

HOLLY RIDGE BYLAWS

SUMMARY OF SIGNIFICANT FEATURES FOR RESIDENTS

See current Bylaws, Covenant, and Articles of Incorporation for further information

MEMBERS

The Association Member in ownership of each of the 48 townhouses is a member of the association. Association dues are payable by the 10th of each month. A 10% late charge may be assessed after that. After 30 days, 12% interest from the first of the month will be added.

ARCHITECTURAL CONTROL

Proposed changes to the exterior of a unit must be submitted to and approved by the Board prior to beginning work. Changes which require approval include: entrance doors, garage doors, color of unit siding or trim, installation of a different type of siding, roof replacement, or changing or adding any object visible from the street.

MAINTENANCE

The Association is responsible for replacing roofs and painting the exterior of units (this does not include external painting within the courtyard area). The owner is responsible for all repairs to the roof, repairs or cleaning to siding and trim; all repairs within the unit's lot lines including contents of the unit; all window treatments need to be visually appealing and in working order; no foil on windows; if the unit has grass in the patio, the grass needs to be maintained and cut to discourage rodents, pests, fence rot, termites, etc.

INSURANCE

Each unit must be covered by Fire and Extended Coverage Insurance including Vandalism and Miscellaneous Mischief in the amount of 100% of the replacement cost of the unit. Each year the Association must be provided with a copy of the insurance declaration sheet showing the coverage and policy period, along with a receipt for the annual premium.

PARKING

Residents 3rd vehicles and/or vehicles that are consistently (4+ days/week) parked in guest parking due to size of vehicle, lack of space in garage, or general overflow vehicles) need to register all of their vehicles with the Board, get a window tag from the Board, and pay a yearly fee of \$480/year. If an owner pays the fee for a guest parked vehicle and gets rid of that vehicle or starts utilizing space in their garage for that vehicle, we will prorate and pay them back for the unused months. Owners will get vehicle tags (for all resident vehicles, with a maximum of 3 per household) so any of their vehicles can be parked on the lot. There will be no reserved spots for overflow vehicles and guest parking will continue to be first come, first served. The parking fee will be paid in a one-time yearly fee. This goes for current and future residents.

Residents (owner-occupied and non-owner occupied) will no longer be allowed to have more than 3 vehicles kept here at Holly Ridge Townhomes. Any residents with more than 3 vehicles will need to make arrangements for their additional overflow vehicles. This goes for current and future residents.

Parking is not permitted on the grounds, sidewalks, places which restrict visibility, or access to any right of way, or garage or where a safety hazard would be created.

RESTRICTIONS

All pets must be on a leash when outside and all droppings must be picked up immediately. Violators could be assessed a \$50 capital improvement assessment, or animal control could be notified to remove the animal from the premises.

The speed limit is 10 miles per hour. No revving of engines, drag racing, etc. (finalize)

Garbage containers must be kept inside garages and put out for collection after 6 PM the night before as often as possible.

Landscaping in the front of each unit is limited to as noted in the Bylaws. The following are prohibited:

- Antennae, satellite dishes over 1-meter in diameter
- Boats, trucks over 1 ton, buses, trailers, campers, temporary structures, mobile homes, or vehicle repairs on common grounds
- Garage sales, solicitations, and activities which annoy neighbors
- Children playing in streets without an adult guardian present or engaging in other inappropriate conduct
- Any mulch except pine straw or pine needles in flower beds
- Planting in common areas

