

BYLAWS
OF
OLD GOODWOOD CROSSING HOMEOWNERS ASSOCIATION CORPORATION

ARTICLE I

Plan of Administration

Section 1. Subdivision. Goodwood Crossing Corporation, having submitted the property described in the declaration of Old Goodwood Crossing, (a Townhome Subdivision), (hereinafter referred to as the "Declaration") to the State of Louisiana, Parish of East Baton Rouge, has thereby established on the property a Townhome Subdivision known as Old Goodwood Crossing, (a Townhome Subdivision), (hereinafter referred to as the "Subdivision").

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

ARTICLE II

Homeowners Association.

Section 1. Membership. Every person (natural person, partnership or corporation) who is a record owner of a lot which is subject to the Declaration shall be a member of Old Goodwood Crossing Homeowners Association Corporation, (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 lot 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 of the Association. The Association is formed to provide for the maintenance, control and preservation of the subdivision and to promote the health, safety and welfare of the occupants of the subdivision lots.

ARTICLE III

Board of Directors

Section 1. Composition. The affairs the Association shall be governed by the Board of Directors, (hereinafter referred to as "the Board.") The owner of each lot shall designate in writing one natural person to be his representative on the Board and to vote and act for that lot. One natural person may act as representative for more than one lot if so designated. The designation of a natural person as representative of a lot is

revocable at the will of the owner of the lot, and the owner may designate a new representative at any time. Such revocations and designations must be in writing and signed by the owner of record of the lot, or a duly authorized officer or agent of the lot owner.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or the Articles of Incorporation for the Association or by these Bylaws may not be delegated to the Board by the owners. The powers and duties to be exercised by the Board 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 subdivision;
- c. Collection of the common charges from the lot owners;
- d. Employment and dismissal of the personnel, as necessary, for the efficient maintenance and operation of the subdivision;
- e. Adoption and amendment of rules and regulations covering the details of the operation of the Association;
- f. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- g. Obtaining insurance for the subdivision, including the lots and common properties, pursuant to the provisions of the Declaration and these Bylaws;
- h. Making repairs, additions, and improvements to, or alterations of, the subdivision, in accordance with the provisions of the Declarations;
- i. Appointment and dismissal of members of the Association Design Control Committee which shall be composed of two members, provided however, that the initial association Design Control Committee shall consist of Terry V. Hebert and David C. Hebert who shall serve for a period of three (3) years from the date hereof.

Section 3. Manager. The Board may employ for the Association a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the manager or managing agent, all of the powers granted to the Board by the Declaration and these Bylaws other than the powers set forth in subdivisions b, e, f, g, and i of Section 2 of this Article III.

Section 4. Regular Meetings. Regular meetings of the Board 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, but at least two such meetings shall be held during each fiscal

year. Notice of regular meetings of the Board of Directors shall be given to each lot owner by mail or written notice, at least three (3) business days prior to the day named for such meeting.

Section 5. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days' notice to each lot owner, given by mail or written notice, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three lot owners.

Section 6. Waiver of Notice. Any lot owner may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 7. Quorum of Board of Directors. If twenty-five percent (25%) or more lots are represented at a meeting of the Board, a quorum shall be considered to be present. A majority vote of the lots represented at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific future 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 8. Fidelity Bonds. The Board may obtain adequate fidelity bonds for such officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

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. The Board 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. In the event of the death, resignation, or disability of any officer, his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

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

Section 4. President. The President shall be chief executive officer of the Association. He shall preside at all meetings of the lot owners and of the Board. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board of Directors.

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 shall appoint some other member of the Board 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 or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the lot owners and of the Board. He shall be in charge of such books and papers as the Board 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.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association 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 lot which shall indicate the name and address of the lot owner, the amount of each assessment for common expenses against such lot, 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, and he shall, in general, perform all other duties assigned to him by the Board.

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

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

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges.

The Board shall, from time to time, and at least annually, prepare a budget for the Association, determine the amount of the common charges required to meet the common expenses of the Association, and allocate and assess such common charges against the lot owners according 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 lot 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 subdivision and exterior of lots and improvements thereon; 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 lot exteriors; and, if established by the Board of Directors of the Association, a reserve for maintenance and repair, reinstatement, rebuilding and replacement of the premises and other contingencies. Payments of common expenses shall be made to the Association and the Board shall transmit said payments to the third person entitled to said payments. The Board shall advise each lot owner in writing of the amount of the common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all lot owners.

Section 2. Payment of Common Charges. All lot owners shall be obligated to pay the common charges assessed by the Board pursuant to the provisions of this Declaration and these Bylaws at such time to time as the Board shall determine.

Section 3. Collection of Assessments. The Board shall assess common charges against the owners from time to time and at least annually and shall take prompt action to collect from an owner any common charge which remains unpaid by him.

Section 4. Default in Payment of Common Charges.

I. The Association shall have a lien on a lot, as provided in LSA-R.S. 9:1123.115 and other provisions of the Louisiana Condominium Act, for all unpaid sums assessed by the Board for the lot's share of common expenses, plus reasonable attorney's fees, 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 lot at foreclosure sale, and to hold, lease, mortgage and convey the lot. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien 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. This lien for common expenses is subordinate to any first mortgage lien affecting a lot.

II. A purchaser of a lot at a judicial sale shall not be liable for the share of common expenses chargeable to the former lot 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 lot owners, including the purchaser.

Section 5. Statement of Common Charges. The Board shall promptly provide any lot owner, mortgagee or purchaser of a lot who makes a request in writing, with a written statement of his unpaid common charges.

Section 6. Insurance.

A. The Board shall obtain insurance for the subdivision property against property loss or damage by fire and other casualties and hazards in an amount not less than the appraised replacement cost of the subdivision property and shall give written notice of the insurance, including details as to the coverage thereof, and of any change therein or termination thereof, to each lot owner and the lot owner's mortgagee. An appraisal of the subdivision property to determine the minimum insurance coverage required by this paragraph shall be performed initially upon completion of construction of the lot improvements and at least once every three years thereafter. The insurance shall be written in the name of the Association for the benefit of each lot owner and the lot owner's mortgagee. The Board shall have the right to charge the cost of the insurance to the individual lot owners on the basis of the comparative replacement costs or comparative risk insurance by the individual units.

Such a policy, to the extent possible:

1. shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased on the subdivision property, whether or not within the control or knowledge of the Association and, if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Association or the owner or tenant of any lot;
2. shall provide that the policy may not be canceled except by giving to the Association and to the owner of each lot 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 to any right of the Association or of the co-owners against the owner or the lessee of the lot;
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 in the case of any loss not exceeding \$50,000 the loss shall

be adjusted with the Association, but that in the case of any loss exceeding \$50,000, the loss shall be adjusted with the Association and the holder of any mortgage or mortgages aggregating more than \$50,000 on any lot or lots suffering damage;

6. shall contain a standard mortgage clause which:
 - a. shall name the holder of any mortgage affecting any lot, whose name shall have been furnished 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 tenant of any lot;
 - 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 owner or lessee of any lot or the Association or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the Association, mortgagor, lessee, or owner, but without impairing mortgagee's right to sue;
 - 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 lot, in order or preference.

No owner shall separately insure his lot or any part thereof against loss by fire or other casualty covered by the insurance carried under this section. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such insurance payable pursuant to the provisions of this section shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

- 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 in an amount of at least \$1,000,000 to insure the Association, its officers, each lot owner, the Board, 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 Automobiling 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. Said insurance shall name officers, owners, members of the Board, and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of said officers, owners, members of the Board and employees as aforesaid, and for liability arising out of ownership of individual lots. Said insurance shall be for such limits as the Board may decide, but not less than \$1,000,000. Such policy, to the extent possible:

1. shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased on the subdivision property, whether or not within the control or knowledge of the Association, or of the owner of any lot, or caused by any act of neglect of the owner or tenant of the lot; and
2. shall provide that the policy may not be canceled except by giving to the Association and to the owner of each lot, who shall have requested such notice of the insurer in writing, thirty 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 coverages will be analyzed by the Board at least every three years from the date thereof and the insurance program revised accordingly. At the request of any mortgagee of any lot, the Board shall furnish to such mortgagee a copy of the policy described in paragraph A of this Section 6. Copies of every policy of insurance procured by the Association shall be available for inspection by any lot owner (or contract purchaser) at the office of the Association.

E. A lot owner may carry such personal liability insurance, in addition to that herein covered, as he may desire. In addition, any personal property of a lot owner may be separately insured by such owner.

Section 7. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (a) to enter the lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting lot owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board 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 8. Right of Access. A lot owner shall grant a right of access to his lot to any person authorized by the Board, to make inspections; to correct any condition originating in his lot and threatening another lot or a common element; and to install, alter or repair mechanical or electrical services in his lot 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 lot owner. However, in case of an emergency, such right of entry shall be immediate, whether the lot owner is present at the time or not.

Section 9. Rules of Conduct. Rules and regulations concerning the use of the lots and the common elements may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each lot owner prior to their effective date.

ARTICLE VI

Mortgages

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

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a lot, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged lot.

Section 3. Notice of Default. The Board, when giving notice to a lot owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such lot whose name and address have theretofore been furnished to the Board when the default is in excess sixty (60) days.

Section 4. Examination of Books. Each lot owner and

each mortgagee of a lot shall be permitted to examine the books of account of the Association at reasonable times on business days, but not more often than once a month.

Section 5. Lien for Common Expenses. Any lien by the Association shall be subordinate to a first mortgage on a lot.

Section 6. Approval by Mortgagees. Any action by the Association which would terminate the legal status of the Association or establish self-management by the Association requires the approval of at least 51% of the votes of the mortgagees of the lots.

Section 7. General Notice. Mortgage holders shall be notified of any condemnation or casualty loss, delinquency in payment of assessments, changes or cancellations in insurances, or any action requiring consent of mortgagee.

ARTICLE VII

Sales and Leases of Lots

Section 1. Sales and Leases. No lease of a lot nor any rental agreement shall be for a period of less than thirty (30) days. Any sale or lease to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws, and the rules and regulations, as these documents may be amended from time to time. Any lease to an outside offeror shall be consistent with these Bylaws.

Section 2. No Severance of Ownership. No lot owner shall execute any sale, mortgage, or other instrument conveying or mortgaging title to his lot without including therein the entire lot, it being the intention hereof to prevent any severance of such combined ownership. Any such sale, mortgage, or other instrument purporting to affect part of such interest, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any lot may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the lot to which such interests are appurtenant.

Section 3. Exceptions. The provisions of Section 1 of this Article VII shall not apply to the initial sale of any lot, to any sale or conveyance by a lot owner of his lot to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to the acquisition or sale of a lot by a mortgagee herein authorized who shall acquire title to such lot by foreclosure or by deed in lieu of foreclosure. However, the provisions of such Section shall apply with respect to any purchaser of such lot from such mortgagee.

Section 4. Gift and Devises, etc. Any lot owner shall be free to convey or transfer his lot by gift, or to devise his lot by will, or to pass the same by intestacy, without restriction.

Section 5. Payment of Assessments. No lot owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his lot unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his lot and until he shall have satisfied all unpaid liens against such lot, except permitted mortgages.

ARTICLE VIII

Arbitration

Section 1. Arbitration. Any disputes or controversies among lot owners arising under these Bylaws or under the Declaration shall be submitted to the Board for decision. The Board is required to issue its decision on such matters within thirty (30) days after the controversy or dispute is submitted by any owner. The submission of any such dispute or controversy to the Board shall be an express condition precedent to the institution of any legal action or proceeding.

ARTICLE IX.

Records

Section 1. Records and audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the lot owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each lot which shall indicate the name and address of the lot owner, the amount of each assessment for common expenses against such lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, the annual report of the receipts and expenditures of the Association shall be rendered by the Board to all lot owners, and to all mortgagees of lots who have requested such annual report, promptly after the end of each fiscal year.

Article

X Miscellaneous

Section 1. Notices. All notices to the Board or the Association shall be sent by mail to such address as the Board may hereafter designate from time to time. All notices to any lot owner shall be sent by mail to such address as shall be designated by him in writing to the Board. All notices to mortgagees shall be sent by mail

to their respective address, as designated by them from time to time, in writing to the Board.

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 provision thereof.

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

Section 5. Waiver. No restriction, 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 XI

Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by the vote of two-thirds of the total authorized votes for all lots at a meeting of lot owners called for such purpose. The notice of such a meeting must be mailed to all lot 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.

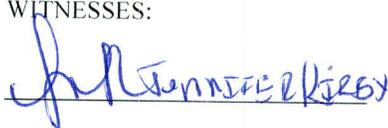
ARTICLE XII

Conflicts

Section 1. Conflicts. In case any of these Bylaws conflict with the provisions of the Declaration, the provisions of the Declaration shall control.

THUS DONE AND SIGNED on the day, month, and year written below, in the presence of the undersigned Notary and competent witnesses, in the City of Baton Rouge, State of Louisiana.

WITNESSES:



GOODWOOD CROSSING CORPORATION:



DAVID C. HEBERT

Veronica Martin
Veronica Martin

DATE:

11/29/19

[Signature]

NOTARY PUBLIC

