Hon. Doug Welborn, EBR Clerk of Court ORIG: 578 BNDL: 13213 CB DATE: 9/13/2022 TIME: 1:54 PM # of Pages-4

First Supplemental Amendment to Bylaws

Pursuant to Article XI Section 1 of the Bylaws of Old Goodwood Crossing Homeowners Association Corporation (the "Association") the Board of Directors of the Association (the "Board") has the authority to amend the current Bylaws. This First Supplemental Amendment to Bylaws (the "Supplemental Bylaws") dated as of September 8, 2022 supplements and amends the Bylaws of the Association dated November 24, 2019 (the "Original Bylaws" and, together with the Supplemental Bylaws, the "Bylaws").

ARTICLE 1

Definitions and Rules of Construction

Section 1. <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the preamble hereto or in the Original Bylaws. In addition to words and terms elsewhere defined in the Bylaws, the following words and terms as used in the Bylaws shall have the following meanings, unless some other meaning is plainly intended.

"Act" shall mean The Louisiana Condominium Act (La. R.S. 9:1121.101, et sq.), as it may be amended.

"Common Area" or "Common Elements" shall mean the shared space in and around each lot or townhome that are owned collectively by all lot owners.

"Unit" or "Units" shall mean a part of the Subdivision subject to individual ownership, including accessory rights and obligations.

"Unit Owner" or "Unit Owners" shall mean a person (including every natural individual, corporation, partnership, or other legal entity, whether singular or plural) owning any number of Units (including any fractional interest in a unit) as evidenced by an act, translative of title to same, duly recorded in the Conveyance Records of the Parish of East Baton Rouge, Louisiana, or a duly authorized officer or agent of the Unit Owner.

Section 2. <u>Rules of Construction</u>.

Section 2.1 These Supplemental Bylaws are intended to supplement the Original Bylaws. These Supplemental Bylaws are additional rules of the Association adopted by the Board. All rules and Articles and Sections in the Original Bylaws remain in full force and effect.

Section 2.3 Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders.

Section 2.3 Unless the context shall otherwise indicate, the word "person" shall include the plural as well as the singular number, and "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization.



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Section 1 <u>Rules and Regulations</u>:

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1.1. The Subdivision shall be used only for residential and recreational purposes for which the property was designed. Use of each Unit shall be for single-family residential purposes only.

1.2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board.

1.3. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the insurance rates or cause cancellation of insurance on that portion of the Subdivision insured by the Association, without prior written consent of the Board.

1.4. All automobiles owned or used by Unit Owner or occupants (other than temporary guests and visitors) shall, as far as possible, be parked in each Unit's garage or parking space attached thereto. The designated spaces located within the Subdivision are strictly for guests and were not designed for Unit Owners or tenants' long term parking.

1.5. There shall be allowed no overnight parking of school busses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Unit or guest parking area. Non-operable broken vehicles may not be parked in guest parking areas.

1.6. Pets shall be kept inside the Owner's Unit unless accompanied outside and on a leash at all times. Pet owners shall have sole responsibility for curbing their pets properly.

1.7. No Unit Owner shall allow noxious or offensive activity to be carried out in the Common Areas.

1.8. No Unit Owner shall make or permit any disturbing noises in his individual Unit by himself, his family, employees, agents, visitors, tenants or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

1.9. Nothing shall be done in, on, or to the Common Elements which will impair the structural integrity of any unit or which would structurally change any of the Units without prior written consent of the Board.

1.10. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

1.11. Nothing shall be altered or constructed in, added to, or removed from the Common Elements, except upon the written consent of the Board.

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1.12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.



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1.13. Complaints regarding the management of the Common Elements or regarding actions of Unit Owners shall be made in writing to the Board.

1.14. The Board has the right to assess fines to any Unit Owner for their failure to uphold the Rules and Regulations hereto. The Unit Owner shall pay all assessed fines within ten (10) business days after they receive notice via email or certified mail. The assessed Unit Owner shall be responsible for any reasonable costs associated with the enforcement and collection of fines.

1.15. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

ARTICLE 3 Miscellaneous

Section 1 <u>Severability</u>. If any clause, provision or Section of the Bylaws be held illegal or invalid by any court, the invalidity of such clause, provision, or Section shall not affect any of the remaining clauses, provisions or Sections hereof and the Bylaws shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in the Bylaws be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Association or the Board, as the case may be, only to the extent permitted by law.

Section 2 Interest, Penalties, and Liens. Assessments and Fines 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 a late fee of twenty-five and no/100 (\$25.00) dollars. Assessments not paid within thirty (30) days after the date when due shall bear interest at rate of twelve (12%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the Assessment/Fines. The Unit Owner shall pay reasonable attorney's fees and cost actually incurred by the Association in connection with the collection of any Assessments/Fines. 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/Fines or endorsement 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 the Association shall not be affected by a transfer of the Unit except in connection with foreclosure by a superior lien holder

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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: Sarah C. Thigpon

OLD GOODWOOD CROSSING CORPORATION Heper, President of the Board

Date: Septemier 13, 2022

Notary Public Commission Expires: พเรา



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