

AMENDED AND RESTATED  
BY-LAWS OF  
JACKSON SQUARE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.  
PLAN OF UNIT OWNERSHIP

Section 1. Applicability. These By-Laws provide for the governance of the Condominium\* pursuant to the requirements of La. R.S. 9:1123.106. The Condominium Property, located in East Baton Rouge Parish, Louisiana, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration in the conveyance records of East Baton Rouge Parish, Louisiana.

Section 2. Compliance. Pursuant to the provisions of La. R.S. 9:1124.115 every Unit Owner and all those entitled to occupy a Unit shall comply with these By-Laws.

Section 3. Office. The office of the Condominium, the Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II.  
UNIT OWNERS ASSOCIATION

Section 1. Composition. The Association shall consist of all Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Declaration and these By-Laws. For all purposes the Association shall act merely as an agent for the Unit Owners as a group. The Association shall have the responsibility of administering the Condominium Property, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium Property, and performing all of the other acts that may be required or permitted to be performed by the Association by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these By-Laws.

Section 2. Membership. Any person on becoming an Owner of a Unit in the Condominium, as evidenced by the recordation in the public records of an instrument conveying ownership of a Unit shall automatically become a "Member" of this Association and be subject to these By-Laws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Unit. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and Membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former

\* Unless otherwise provided for in these By-Laws, capitalized terms used herein shall have the meanings specified for such terms in the Declaration Creating and Establishing a Condominium Regime for the Jackson Square Condominium or, if not defined therein, the meanings specified for such terms in La. R.S. 9:1121.103.

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Unit Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto.

**ARTICLE III.  
BOARD OF DIRECTORS**

Section 1. Number and Election. The powers of this Association shall be exercised by a Board of Directors consisting of five (5) members in good standing, who shall be elected by majority vote of the members.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things which are not by the Condominium Act, the Declaration or by these By-Laws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration, or these By-Laws. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall act in good faith on behalf of the Association to do the following:

(a) Prepare an annual budget, in which there shall be established the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep, and maintenance of all the property and services of the Condominium.

(d) Designate, hire, and dismiss the personnel necessary for maintenance, operation, repair, and replacement of the Common Elements and provide service for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies, and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

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(f) Make and amend the Rules and Regulations, subject to the approval of the Members of the Association, as long as they do not conflict with the Declaration, nor local, state and federal laws.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions, and improvements to or alterations of the Property, and repairs to and restoration of the Property. In accordance with these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations and on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article XII of the Declaration, pay the premiums therefore and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual units or otherwise provided for in Article VII, Sections 1 and 2 of these By-Laws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents, or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(m) Notify a Mortgagee of any default hereunder by the Unit Owner or the Unit subject to such Mortgage, in the event such default continues for a period exceeding 30 days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Elements, provided, however, that the consent of at least 2/3 in number and in Ownership Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to borrow any sum in excess of \$5,000.00.

(o) Acquire, hold, and dispose of Condominium Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association and the purchase is approved by all of the members of the Association.

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(p) Furnish a "Certificate of Resale" within ten (10) days after the receipt of a written request therefore from any Unit Owner substantially in the form set forth on Exhibit "A" to these By-Laws and designated "Certificate of Resale".

(q) Do such other things and acts not inconsistent with the Condominium Act, the Declaration, or these By-Laws which the Board of Directors may be authorized to do by a resolution of the Association.

**Section 3. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and place as the Directors shall determine. Special meetings of the Board may be called by the President or Vice President on five (5) days' notice to each Director, either personally or by mail; special meetings shall be called by the President or Secretary in like manner pursuant to receiving a written request for such from at least two Directors. Immediately following the adjournment of the annual meeting of the members of the Association, the newly elected Directors shall hold a meeting for the purpose of organization and the transaction of any other business.

**Section 4. Quorum.** A majority of the Directors shall constitute a quorum of the Board.

**Section 5. Term.** The Directors shall serve for a term of one year, or until the next annual meeting of the members, or until their successors shall have been duly elected and qualified.

**Section 6.** Directors of the Association may participate in any Director's meeting by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting. Any Director absent from a meeting of the Board or any committee thereof, may be represented by any person who holds said absent Director's proxy and said person may cast the absent Director's vote.

**Section 7.** Any action which may be taken at any meeting of the Board of Directors may be taken without a meeting if a written or electronic consent is given, setting forth the action so taken, shall be signed by all of the Directors, and filed with the records of proceedings of the Board. Further, any action of the Board may be had between its regular meetings upon the consent or approval in writing of a majority of the whole Board.

**Section 8.** a). The officers and members of the Board of Directors shall not be liable to the Association or to third parties for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all contractual liability to others arising out of contracts made by the officers of the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act, the Declaration, or these By-Laws, except to the extent that such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner (only as it relates to all other Unit Owners in the Condominium) arising out of any contract made by the officers or Board of Directors, or out of

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the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a percentage interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his percentage interest in the Association. Every agreement made by the officers, the Board of Directors or the Managing Agent, if any, on behalf of the Association, shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, if any, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his percentage interest in the Association.

b). The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed, or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 9. At any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon disposition of his Unit. Failure to attend three (3) consecutive meetings of the Board shall be deemed to be cause for removal.

Section 10. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until such successor shall be elected at the next annual meeting of the Association.

Section 11. The Board of Directors will serve without monetary compensation.

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**ARTICLE IV  
OFFICERS**

Section 1. The officers of this Association shall be appointed by the Board of Directors. There shall be a President, Vice President, Secretary and Treasurer. Two or more offices may be combined in one person. A Board member may serve without holding an official office or title.

The duties of the several officers shall be as follows:

President: The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association.

Vice President: In the event of absence or incapacity of the President as outlined above, the Vice President shall assume the duties of President. In the absence of the Secretary or Treasurer, the duties of such officer shall devolve upon the Vice President in his capacity as Assistant Secretary or Assistant Treasurer.

Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known address as shown on the records of the Association. Such lists shall show each Member's name and the number of Members. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Treasurer. The Treasurer shall have charge of all funds of the Association and of their disbursement under the direction of the Board of Directors. He shall keep a record of all monies received and paid out and make a report of the same to the Board of Directors at each regular meeting thereof and whenever requested to do so. He shall also have the authority, as does the President, to sign all checks, drafts, and notes on behalf of the Association.

Section 2. The officers will serve without monetary compensation.

Section 3. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Board need not appoint a Vice President or a Treasurer; if either or both are not appointed, those functions shall be discharged by the Secretary.

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Section 4. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the affirmative vote or approval in writing of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the affirmative vote or approval in writing of a majority of the Board of Directors.

Section 5. In the case of the absence of any officer of the Association other than the President, or for any other reason that the Board may deem sufficient as to any officer other than the President, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the entire Board concurs therein.

**ARTICLE V.  
MEMBER MEETINGS**

Section 1. All meetings of the members shall be held in-person at the registered office of the Association, or at such other place as may be specified in the notice of the meeting. The Board reserves the right to permit remote and virtual meetings.

Section 2. The general annual meeting of members for the election of Directors and the transaction of other business shall take place in NOVEMBER of each year.

Section 3. Special meetings of the members of the Association may be called at any time by the President, or on the request in writing to the President, of a majority of the Board of Directors.

Section 4. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the President or Secretary at the request in writing of members owning twenty (20%) percent of the Units in the Condominium. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. At any meeting of the members every member having the right to vote shall be entitled to vote in-person, or by proxy as authorized by the provisions of the Louisiana Business Corporation Law.

Section 6. Written notice of the annual meeting or any special meeting of the members shall be sent in a manner as defined under Article X, Section 1, at least ten (10) days before such meeting. The notice for any special meeting shall state the purpose of the meeting. All meetings of the members of the Association may, however, be called without notice, by a written waiver of the right to such notice by every person entitled thereto.

Section 7. Business transacted at all special meetings shall be confined to the objects stated in the call.

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Section 8. At all meetings of members, the order of business shall be, as far as applicable and practicable, as follows:

- (1) Organization;
- (2) Proof of notice of meeting or of waivers thereof (the certificate of the Secretary of the Association, or the affidavit of any other person who sent the notice in accordance with Article X, Section 1, or caused the same to be mailed, being proof of service of notice);
- (3) Submission by Secretary or by inspectors, if any shall have been elected or appointed, of list of members entitled to vote, present in person or by proxy;
- (4) If an annual meeting, or a meeting called for that purpose, reading of unapproved minutes of preceding meetings, and action to approve such minutes thereon;
- (5) Reports;
- (6) If at a meeting called for that purpose, the election of Directors;
- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

#### ARTICLE VI. MEMBERSHIP

Membership shall be composed of the Owners of the Units in the Condominium. Each such person shall be entitled to only one vote for each Unit owned. When more than one person or entity owns a Unit in the Condominium, all such persons or entities shall be members and the vote for such Unit shall be exercised as they among themselves determine and designate in writing to the Association Secretary. When a legal entity owns a Unit, such Owner shall designate a natural person, in writing, to the Association Secretary to be the Member and only such designated person shall be entitled to vote for such Unit. In no event shall more than one (1) vote be cast with respect to any one Unit.

#### ARTICLE VII. ASSESSMENTS

##### Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

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(b) Preparation and Approval of Budget.

(i) At least 45 days before the beginning of the next fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and Limited Elements and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of the fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount the Common Elements and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Elements of the Association.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Article XII of the Declaration, the total amount of estimated funds required for the operation of the Condominium Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective ownership interest in the Condominium Property and shall be a lien against each Unit Owner's Unit as provide in Article XII of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months, in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent, if any, (as determined by the Board of Directors), 1/12 of such assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Unit Owner's ownership interest in the Condominium Property to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any nct shortage shall be assessed promptly against the Unit Owners in accordance with their ownership or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, The Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their ownership interest in the Condominium, and which may be payable in a lump sum or in installments as the Board of

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Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing given the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) (Intentionally Deleted)

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

Section 2. Collection of Assessments. The Board of Directors, or the Managing Agent, if any, at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 3. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation to the extent permitted by the Condominium Act.

**ARTICLE VIII.  
CHECKS**

All checks, drafts and notes of the Association shall be signed by the President or the Treasurer, or by officers or other persons as the Board of Directors may from time-to-time delegate.

**ARTICLE IX.  
AMENDMENTS**

The Articles and these By-Laws may be altered or amended or repealed by the Board of Directors by a majority vote, subject to the right of the Members of the Association to override said vote at a meeting duly constituted for such purpose and by a two-thirds (2/3) vote of the Owners of the Association in accordance with voting rights contained herein. In no event shall the By-Laws be amended to conflict with the Declaration and Louisiana law. In the event of a conflict between the By-Laws and the Declaration, the Declaration shall control.

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**ARTICLE X.  
MISCELLANEOUS**

Section 1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, by US Mail, or by email or other electronic means (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the physical or electronic address which the Unit Owners shall designate in writing and filed with the Secretary or, if no such address is designated, at the physical address of the Unit, or (ii) if to the Association, the Board of Directors or to the Managing Agent, if any, at such physical or electronic address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder. The Board of Directors or Managing Agent reserve the right to distribute notices through the most cost-effective means.

(a) Whenever the Board or Managing Agent is required by these By-Laws to distribute a notification or other document, instrument or communication to the membership or notify the membership of any matter or action, such distribution or notification may be by email addressed to that member at the most recent email listed for that member in the Association's membership records, except that such distribution or notification may not be by email (but shall be by US Mail) to any member who has not been notified in person or by US Mail that he or she has the option of receiving communications and notifications by US Mail or to any person who has elected that option.

(b) Whenever a communication is to be sent or conveyed by a member to the Association, Board, or Managing Agent pursuant to these By-Laws, such communication may be made either by US Mail or at the option of the member by email or other electronic means established and authorized by the Board for such purpose, provided that the Association has notified the member (by US Mail or email) of the email address or other means so established for such purpose.

Section 2. 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 By-Laws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws should be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4. Construction. These Condominium Instruments are intended to comply with all of the applicable provisions of the Louisiana Condominium Act and shall be so interpreted and applied.

*Kay S. Vidrine*



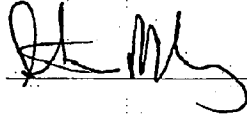
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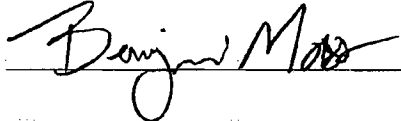
**CERTIFICATE**

I certify that the foregoing Amended and Restated By-Laws were unanimously adopted by the Board of Directors of the Association on the 17<sup>th</sup> day of February, 2023.



**Steven Miley, Secretary**

**ATTEST:**



**Benjamin Moss, President**



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