

**ARTICLES OF INCORPORATION
OF
MATERRA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting pursuant to the Louisiana Nonprofit Corporation Law (La. R.S. 12:201, *et seq.*) (the “Act”), adopts the following Articles of Incorporation, effective as of April 28, 2021

**ARTICLE I
NAME**

The name of the corporation shall be Materra Homeowners Association, Inc.

**ARTICLE II
DEFINITIONS**

As used in these Articles of Incorporation, hereinafter referred to as the “**Articles**”, unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. “**Association**” means the non-profit corporation created by these Articles.
- B. “**Declaration**” means that instrument entitled “Residential Declaration of Covenants, Conditions, Restrictions and Servitudes for Materra,” executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of East Baton Rouge Parish, Louisiana. These Articles are attached as **Exhibit B** to the Declaration.
- C. “**Declarant**” means Materra Development, LLC, a Louisiana limited liability company, and its successors and assigns; provided, however, that no such assignment shall make any assignee the “**Declarant**” for purposes hereof unless such assignment is an assignment of all of Declarant’s rights hereunder and is exclusive, and the assignee assumes all of the obligations of Declarant under the Declaration from and after the date of the assignment.
- D. “**Member**” means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- E. “**Owner**” means the owner(s) of record title to a Residential Lot or unit designated for residential use in a Mixed Use Unit, as defined in the Declaration.
- F. “**Property**” means the immovable property described or designated as Commons in the Declaration, and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- G. “**Materra**” means the traditional neighborhood development established by the Declaration (defined herein).

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

**ARTICLE III
PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

**ARTICLE IV
DURATION**

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

**ARTICLE V
POWERS**

The powers of the Association shall include the following:

A. To operate and manage the Property that is designated as Commons in the Declaration for the use and benefit of the Owners.

B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.

C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.

D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:

1. To adopt and amend bylaws and rules and regulations;
2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Assessments from Owners;
3. To hire and terminate managing agents and other employees, agents and independent contractors;
4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
5. To make contracts and incur liabilities;
6. To regulate the use, maintenance, repair, replacement and modification of Commons;
7. To cause additional Improvements to be made as a part of the Commons;
8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;

9. To grant servitudes, leases, licenses, and concessions through or over the Commons;

10. To impose and receive any payments, fees or charges for the use, rental or operation of the Commons;

11. To impose charges for late payment of Assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;

12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid Assessments;

13. To provide for the indemnification of its officers and executive board and maintain Directors' and officers' liability insurance;

14. To enter into management agreements for the operation and administration of Materra, and to manage the Property;

15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE VI MEMBERSHIP

The qualification of Members, manner of admission, and voting rights shall be as follows:

A. The Association is organized on a non-stock basis.

B. Class A Members shall consist exclusively of all Owners of Residential Lots and units in Materra, and no other person or other entity shall be entitled to Class A membership.

C. The Class B Member shall consist exclusively of the Declarant, and no other person or other entity shall be entitled to Class B membership.

D. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.

E. The interest of any Member in the Association and the shares of a Member in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.

F. The voting rights of the Members shall be determined in accordance with the provisions of the Declaration and the Bylaws.

**ARTICLE VII
ASSOCIATION BOARD**

The affairs of the Association shall be governed by an Association Board, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Association Board.

The names and addresses of the initial members of the Association Board, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Charles Landry	100 North Street, Suite 800, Baton Rouge, LA 70802
John Engquist	402 N. 4 th Street, Baton Rouge, LA 70802
Greg Murphy	402 N. 4 th Street, Baton Rouge, LA 70802

**ARTICLE VIII
OFFICERS**

The officers of the Association shall be selected by the Association Board in the manner provided for in the Bylaws. The officers shall consist of a President, Secretary and Treasurer and any other officer that the Association Board may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
Charles Landry	President
John Engquist	Vice President
Greg Murphy	Secretary/Treasurer

**ARTICLE IX
INCORPORATOR**

The name and address of the incorporator of the Association is: Charles A. Landry, 100 North Street, Suite 800, Baton Rouge, Louisiana 70802.

**ARTICLE X
REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be located at 100 North Street, Suite 800, Baton Rouge, Louisiana 70802. The registered agent upon whom service of process may be affected for the Association shall be Charles A. Landry. The registered agent's address is 100 North Street, Suite 800, Baton Rouge, Louisiana 70802. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

**ARTICLE XI
BYLAWS**

The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Association Board. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five percent (75%) of the Association Board subject to the approval of Owners representing not less than seventy-five percent (75%) of the total number of Residential Lots and residential units in Materra.

**ARTICLE XII
AMENDMENT TO ARTICLES OF INCORPORATION**

A. The Articles may be amended by the vote of Owners representing not less than seventy-five (75%) of the total number of Residential Lots and units in Materra present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Association Board. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Property may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana.

D. Notwithstanding the foregoing provisions of this ARTICLE XII, Declarant shall have the right to amend the Articles without the vote of the Owners during the Class B Control Period.

**ARTICLE XIII
ASSESSMENTS AND FUNDS**

A. All Assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through Assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments, and may be handled or distributed as the Association Board in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIV INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expense is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Association Board approves such settlement and reimbursement as being in the best interests of the Association. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.

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IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation before me, Notary, and in the presence of the undersigned competent witnesses on this 29th day of April, 2021, at Baton Rouge, Louisiana.

WITNESSES:

INCORPORATOR:

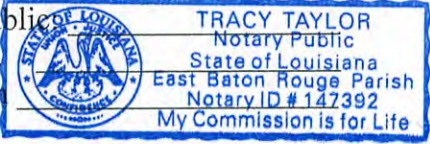
2 cll
Print Name: carmia carroll

[Signature]
Charles A. Landry

[Signature]
Print Name: Tiffany Hardy

[Signature]
NOTARY PUBLIC

Printed Name of Notary Public
Notary Public/Bar Roll No.
My Commission expires on



**AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE
BY REGISTERED AGENT**

STATE OF LOUISIANA

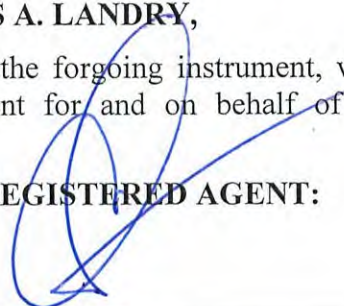
PARISH OF EAST BATON ROUGE

On this 29th day of April, 2021, before me, the undersigned Notary Public, personally appeared:

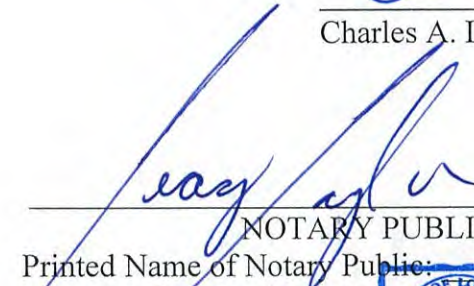
CHARLES A. LANDRY,

to me known to be the person described in the forgoing instrument, who acknowledged and accepted the appointment as registered agent for and on behalf of Materra Homeowners Association, Inc.

REGISTERED AGENT:



Charles A. Landry



NOTARY PUBLIC

Printed Name of Notary Public:
Notary Public/Bar Roll No.
My Commission expires on

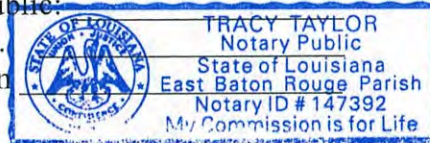


EXHIBIT C

INITIAL FORM OF BYLAWS OF RESIDENTIAL ASSOCIATION

[Attached]