

LAKE SUMMERSET HOMEOWNERS ASSOCIATION, LLC

BY-LAWS

ARTICLE 1

HOMEOWNERS ASSOCIATION MEMBERSHIP AND OPERATION

1.001 **Definitions.** The definitions contained in Section 2 of the Homeowners Association Declaration, hereinafter referred to as “the Declaration,” apply to these By-Laws.

1.002 **Association Membership.** The property described in Exhibit “A” attached and made a part of the Declaration, hereinafter called “the Homeowners Association Property”, located at Lake Somerset Blvd., Gonzales, Louisiana 70737 has been submitted to a Homeowner regime under the provisions of the Louisiana Homeowners Act, La.R.S.9:1141.2 et seq., hereinafter referred to as “the Act,” by the Declaration recorded in the Office of the Clerk and Recorder of Mortgages of Ascension Parish, Louisiana. Each Homeowner shall be a member of the Association. Membership is appurtenant to and shall not be separated from Home ownership. The membership of each Homeowner shall terminate when he ceases to be a Homeowner. Upon the sale, transfer or other disposition of his Homeownership Interest in the Homeowners Association Property, his membership in the Association shall be transferred to the new Homeowner in accordance with the provisions of the Articles of Incorporation, hereinafter referred to as “the Articles”, the Declaration and these By-Laws.

1.003 **Purpose of By-Laws.** The provision of these By-Laws shall govern the use and occupancy of the Homeowners Property, and the administration and operation of the Association.

1.004 **Application.** All present and future Owners, Mortgagees, lessees and occupants of the Home and their employees, agents, guests and any other persons who may use and/or occupy the Homeowners Property in any manner are subject to the Articles, the Declaration, these By-Laws and the Association’s administrative Rules and Regulations pertaining to the use and operation of the Homeowner Property, The acceptance of title to a Home, the entering into of a lease, or the act of occupancy of a home, shall constitute an acceptance of the provisions of these instruments and an agreement to comply herewith.

1.005 **Office.** The office of the Association and of the Board of Directors shall be located at the offices of Lane Real Estate Services, 1257 N Barman Avenue, Gonzales, Louisiana or the address of which ever property management firm is engaged at any given time.

ARTICLE 2

THE ASSOCIATION

2.001 **Powers and Duties.** The Association shall have the powers and duties set forth in the Declaration and in its Articles of Incorporation.

2.002 **Annual Meetings.** The annual meeting of the Association shall be held on the last Sunday of September each year at 2:00p.m. (address to be determined each year), unless such date shall occur on a holiday, in which event the meeting shall be held on the next succeeding Sunday afternoon at 2:00p.m. At such meetings the Board of Directors shall be elected by a vote of the Owners for staggered terms in accordance with Section 3.002. The Owners may transact such other business at such meetings as may properly be done before the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or the Act. Notice of annual meetings of the Association shall be given to each member of the Association by first class mail, hand delivery, or email, at least ten (10) business days prior to the designated time for such meeting.

2.003 **Place of Meetings.** Meetings of the Association shall be held at the office of the Association designated in Section 1.005 or at such other suitable place in Ascension Parish, Louisiana as may be designated from time to time by the Board of Directors.

2.004 **Regular Meetings.** Regular meetings of the Association may be held at such time as shall be determined by a majority of the Board of Directors of the Association. At least one (1) such meeting shall be held during each Association fiscal year. Notice of regular meetings of the Association shall be given to each member of the Association by first class mail, hand delivery, or email, at least ten (10) business days prior to the designated time for such meeting.

2.005 **Special Meetings.** Special meetings of the Association may be called by the President, or by a majority of the Board of Directors, or by the Owners holding at least forty percent (40%) of the Ownership Interests, on not less than three (3) business days' notice to each member of the Association, given by first class mail, hand delivery, telephone or email, which notice shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

2.006 **Waiver of Notice.** Any member of the Association may, or in the event of action which requires the consent of any Mortgagee, the Mortgagee may, at any time, waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of the required notice. Attendance by a member of the Association at any meeting of the Association shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Association are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

2.007 **Quorum.** The presence in person or by written proxy of Owners holding a majority of Ownership Interests shall constitute a quorum at all meetings of the Association.

2.008 **Adjournment of Meetings.** If any meeting of the Association cannot be held for lack of a quorum, votes by persons possessing a majority of the Ownership Interests present at such meeting, whether present in person or by written proxy, those Owners present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, the Owners (in person or by proxy) attending shall constitute a quorum and, any business which might have been transacted at the meeting originally called, may be transacted without further notice (see Article 2.010.1 with regard to voting meetings).

2.009 **Voting.** Voting at all meetings of the Association shall be based on the Ownership Interest per Unit allocated to all Units in the Declaration, as it may be amended. When the ownership of a Unit is in more than one (1) person, the person entitled to cast the vote for such Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. In the absence of such named person from the meeting, the person owning such Home and present at the meeting shall be entitled to cast such Homeowners votes. There shall be no cumulative voting.

2.010 **Majority of Association Votes.** As used in these By-Laws, for the purpose of voting, a 'majority' of the Association shall mean those Owners holding more than 50% of the votes of Ownership Interests, in person or by written proxy, and voting at any meeting of the Association at which a quorum is present. A majority of Association votes at a meeting at which a quorum is present shall be binding upon the Association (and Owners) for all purposes except where a higher percentage vote is required by law, by the Articles, by the Declaration or by these By-Laws, or where the consent of the Mortgage Holders is required, a vote of the Owners of the required percent of the Ownership Interests at a duly called meeting, and written consent from the required percent of Mortgage Holders shall be binding upon the Association for such purposes.

2.010.1 **Lack of a Majority.** Should it occur that less than a majority of the homeowners is present at any meeting that calls for a vote, whether by a required 50% or 2/3rds of the ownership interests present, then such meeting shall be immediately adjourned and a new meeting set Fifteen (15) days later and announcement to all homeowners shall be sent out via email or United States Post Office that such new meeting date has been called. At the second meeting, those present in person or by proxy shall constitute the quorum necessary to accept or deny any item for which a vote has been called in the previous meeting; this shall not preclude Article 2.008.

2.011 **Proxies.** An Owner may vote by proxy at any meeting of the Owners, provided such proxy is in writing and signed by the Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary prior to the commencement of the meeting and shall be retained in the records of the Association.

2.012. **Order of Business.** The order of business at all meetings of the Association shall be as follows:

- A. Roll call (proof of quorum);
- B. Proof of notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Reports of Officers;
- E. Report of Board of Directors;
- F. Reports of Committees;
- G. Election of members of Board of Directors, if applicable;
- H. Unfinished business; and
- I. New Business.

ARTICLE 3

BOARD OF DIRECTORS

3.001 **Number and Qualifications.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of a minimum of three (3) persons, all of whom shall be owners, or, in the case of partnership Owners or Mortgagees, shall be partners, employees or spouses of partners of such partnership, or in the case of corporate Owners or Mortgagees, shall be officers, shareholders or employees of such corporation, or in the case of fiduciary Owners or Mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries or in the case of limited liability company owners, members of such limited liability company. Spouses or partners in ownership may not serve together on the Board of Directors at the same time. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.002 **Term of Office.** At the first annual meeting of the Association three (3) directors shall be appointed by the Declarant to the Board for a term of one (1) year and until his or her successor shall be elected and qualified. Thereafter, each director elected shall hold office for a term of two (2) years and until his or her successor shall be elected and qualified.

3.003 **Removal of Members of Board of Directors.** At any regular or special meeting of the Membership a board member may be removed for cause by a majority vote of the members present at such meeting. Cause shall be deemed to be some act by any board member that is in direct and flagrant conflict with the edicts of these By-Laws. Notwithstanding, removal may be effected by the action of the Board of Directions in accordance with Section 4.003.

3.004 **Vacancies.** Except as provided in Section 3.001 shall be filled by vote of a majority of the remaining directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. If such vacancies occur simultaneously, however, they shall be filled by election of the Association members at a special meeting called in accordance with Section 2.005 for that purpose. Each person so elected shall be a director for the remainder of the unexpired term of the former director whom he succeeds, and until his successor shall be elected and qualified.

3.005 **Regular Meetings.** Regular meetings of the Board of Directors 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 (2) such meetings shall be held during each Association fiscal year., Notice of regular meetings of the Board shall be given to each director by the Secretary at least ten (10) business days prior to the day designated for such meeting and notice shall be given in accordance with Section 2.004.

3.006 **Special Meetings.** Special meetings of the Board of Directors may be called by the President on not less than three (3) business days' notice to each director, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or by a majority of the Board of Directors in like manner and on like notice on the written request of at least two (2) directors and notice shall be given in accordance with Section 2.004

3.007 **Waiver of Notice.** Any director 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 the required notice. Attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.008 **Majority and Quorum.** At all meetings of the Board of Directors, a majority of directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present 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 from time to 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.

3.009 **Board Meeting.** The President shall preside at meetings of the Board. The Secretary shall record and maintain the minutes of the meetings and shall perform such other duties as may be delegated by the Board of Directors. The then current edition of Robert's Rules of Order shall govern the conduct of such meetings of the Board when not in conflict with the Declaration or the Act.

3.010 **Action Without A Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors shall individually or collectively consent in writing to such action or all of the directors consent to a meeting held by telephone conference calls or emails, as long as all directors are included on all such emails. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.011 **Fidelity Bonds.** The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense. In the event Association funds are held by a professional management company or a designated Managing Agent, the Board of Directors may, but shall not be required, to obtain a fidelity bond for other employees or officers of the Association.

3.012 **Compensation.** No director shall receive any compensation from the Association for acting as such except as approved by a resolution duly adopted by a majority vote of the total voting power of the Association.

3.013 **Liability of the Board of Directors.** The directors shall not be liable to the Association for any tort caused by another director or Member of the Association.

3.014 **Non-Delegation.** Nothing in this Article 3 or elsewhere in these By-Laws shall be considered to grant to the Board of Directors, the Association or the Association officers any powers or duties which, by law, have been delegated to the Owners.

3.015 **Common or Interested Directors.** No contract or other transaction between the

A. The fact of the common directorship or financial interest is disclosed or known to the Board of Directors or committee and noted in the minutes and the Board of Directors or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

B. The contract of transaction is just and reasonable as to the Association at the time it is authorized or approved.

3.016 **Quorum.** Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction to which Section 3.015 applies.

ARTICLE 4

OFFICERS

4.001 **Designation.** The principal officers of the Association shall be (a) the President, Vice-President, Secretary/Treasurer.

4.002 **Election of Officers.** Officers shall be elected annually by the Board of Directors by a majority vote and shall hold office at the pleasure of the Board of Directors. In the event of death, resignation, or incapacity of an officer, his successor may be elected by a majority vote of the Board of Directors, at any regular or special meeting of the Board, to hold office for the unexpired term of the officer he succeeds.

4.003 **Removal of Officers.** Upon the affirmative vote of two-thirds (2/3) of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular or special meeting of the Board of Directors, to hold office for the unexpired term of the officer he succeeds.

4.004 **President.** The President shall be the chief executive officer of the Association. He shall run every meeting, special or regular, and shall from time to time perform such other duties as are not fulfilled by one of the other officers.

4.005 **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 of Directors shall appoint one of the directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as from time to time may be delegated to him by the Board of Directors or by the President.

4.006 **Secretary/Treasurer.** The Secretary/Treasurer shall record and maintain the minutes of all meetings of the Association and serve as Parliamentarian at all meetings of the Association; he shall have charge of such books and papers as the Association may direct; he shall also maintain accurate records of all receipts and expenditures and a separate account for each Unit which shall indicate the name and mailing addresses of the Owners, the amount of each Assessment, the date when due, and the balance due thereon; and he shall, in general, perform all the duties incident to his office and incident to the office of secretary of a non-profit corporation organized under Louisiana law (La. R.S. 12:201 et seq.). In his capacity as Treasurer, he shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in

general, perform all the duties incident to his office and to the office of treasurer of a non-profit corporation organized under Louisiana law (La. R.S. 12:201 et seq). These duties may be delegated to a Managing Agent or professional management company, in which event, said Managing Agent or professional management company need provide evidence of sufficient, fidelity coverage.

4.007 **Board of Directors' Control.** The powers and duties of officers shall at all times be subject to the control of the Board of Directors.

4.008 **Agreements, Contracts, Deeds, Checks, etc.** All written instruments to which the Association is a party shall be executed and delivered by such person(s) as may be designated by the Board of Directors.

4.009 **Compensation of Officers.** The officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by a majority of the voting power of the Association.

ARTICLE 5

OPERATION OF THE CONDOMINIUM PROPERTY

5.001 **Fiscal Year.** The fiscal year of the Association shall be January 1 through December 31 unless otherwise directed by the Board of Directors.

5.002 **Determination of Common Expenses and Limited Common Expenses.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the operation of the Association; determine the amount required to meet the Common Expenses and Limited Common Expenses of the Condominium; and allocate and assess such Common Expenses and Limited Common Expenses against the Owners according to their Ownership Interests. To the extent that the Assessments and other sums collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall be taken into account. Any surplus shall, at the sole discretion of the Board of Directors, be placed in the replacement reserve account as required by Section 12:04 of the Declaration, or be credited according to each Owner's Ownership interest to the next installment due from the Owners under the current fiscal year's budget, until exhausted. Any deficit shall promptly be assessed against the Owners in accordance with each Owner's Ownership Interest and shall be payable in full with the payment of the next Assessment due, the budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements or the Limited Common Elements. The budget shall provide for a reserve for replacements, in a reasonable amount as determined by the Board. The budget shall not require an Assessment of Owners for Common Expenses and Limited Common Expenses in an amount exceeding one hundred fifteen (115%) percent of the Common Expenses and Limited Common Expenses for the preceding year unless such budget is approved by a majority of the voting power of the Association at a duly called meeting of the Owners at which a quorum is present. Notwithstanding the above, in the event of an increase of the monthly Assessment in excess of 125% over the previous year's Assessment, the approval shall be in accordance with the vote requirement set forth in Section 16.01 of the Declaration. The Board of Directors shall advise each Owner in writing of the amount of the Assessment payable by hi, and shall furnish copies of each budget on which such Assessment is based to all Owners.

5.003 **Insurance.** The Association shall effect and maintain such insurance coverages as are required by Louisiana law (La. R.S. 9:1123. 112), and by Article 9 of the Declaration.

5.004 **Statement of Unpaid Common Expense and Limited Common Expense Assessments.** Upon receipt of the Unit Owner's written authorization, the Board of Directors shall promptly provide any Owner, Mortgage Holder, insurer, prospective Mortgagee or owner, or guarantor, who makes a request in writing, with a written statement of the unpaid Common Expense Assessments, Limited Common Expense Assessments and Special Assessments attributable to such Unit and a statement showing receipts and expenditures of the Association.

5.005 **Holding of Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein and, in the Declaration,, and (except for such Special Assessments as may be levied hereunder and under the Declaration against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Owners according to their Ownership Interests.

5.006 **Records and Statements of Account.** The Board of Directors shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expense and Limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Such records and the vouchers authorizing the payments involved shall be available for examination by the Owners at convenient hours during weekdays. The Board shall indicate the name and address of the Owner, the amount of each Assessment and Special Assessment for Common Expenses and Limited Common Expenses, the date on which the Assessment and Special Assessment becomes due, amounts paid on the account and any balance due. The Association shall, upon written request, provide written notification to a first Mortgagee of any default on the part of an Owner under the Declaration, the Articles, these By-Laws or the Rules and Regulations which is not cured within sixty (60) days. The Board of Directors shall also provide notice to Mortgage Holders and shall permit Mortgage Holders access to books and records sufficient to comply with Article 12 of the Declaration and Section 1124.107 of the Act.

5.007 **Discharge of Liens.** The Board of Directors may direct the Association to discharge any mechanic's lien or any encumbrance which, in the opinion of the Board of Directors may constitute a lien against the Homeowners property or the Common Elements or the Limited Common Expenses or the Limited Common Elements, rather than a lien against only a particular Unit. When less than all the Owners are responsible for the existence of any such liens, the Owners responsible shall be liable in solido for the amount necessary to discharge such liens (or reimburse the Association for same if paid by the Association) and for all costs and expenses, including attorneys' fees, incurred by reason thereof.

5.008 **Penalties** The Board of Directors may establish policy and monetary penalties to be assessed a home owner for violations which are in conflict with these by-laws and/or the Declaration of Covenants and Restrictions for Lake Summerset Subdivision. The Board of Directors shall publish to all owners a list of violations with their associated penalty to be paid by the homeowner in conflict with these by-laws and/or the Declaration of Covenants and Restrictions of Lake Summerset Subdivision and such list shall be called the "Enforcement Policy and Schedule of Fines." Should it become necessary

from time to time for the Board of Directors to edit, add to or remove any violation from said list, then a copy of the updated "Enforcement Policy and Schedule of Fines" shall be sent via email or U.S. Postal Service (to those without email addresses) to all homeowners before such changes to the policy become effective. Such edits, additions or removal of items from said list must be approved and voted upon by a majority of the HOA Board of Directors.

ARTICLE 6

RECORDS

6.001 **Records and Audits.** The Association shall keep detailed records of the actions of the Association, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as provided for in Section 5.006. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Association to all Owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association, shall be rendered by the Association to all Owners and to all Mortgagees who have requested the same, as soon as practicable, but not more than 120 calendar days after the end of each fiscal year of the Association.

ARTICLE 7

INDEMNIFICATION

7.001 **General.** The Association shall indemnify and hold harmless each of its directors and officers, and each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, officers, committee members, on behalf of the Owners or the Association, or arising out of their status as directors, officers, or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of and/or payment of any claim or action, in which any such director, officer or committee member may be involved by virtue of such persons being or having been such director, officer or committee member, provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer or committee member, or (kk) in any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there

is not reasonable grounds for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer of committee member.

7.002 **Success on Merits.** To the extent that the director or an officer of the Association or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 7.001, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.003 **Advance Payment.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in this Article.

7.004 **Miscellaneous.** The Association and the Board shall have the power to raise and the responsibility for raising, by Special Assessment or otherwise any sums required to discharge its obligations under this Article 7; provided, however, that the liability of any Owner arising out of any contract made by or other acts of the directors, officers, members of such committee, or out of the aforesaid indemnity in favor of the directors, officers, members of such committees shall be limited to his Ownership Interest. Every agreement made by the directors, officers, members of such committees shall provide that the directors, Board, officers, member of such committees, as the case may be, are acting only as agents for the Owners or the Association, and the Owners shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to his Ownership Interest. The indemnification provided by this Section 7.004 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a director or officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE 8

AMENDMENTS TO BY-LAWS

8.001 **Amendment By-Laws.** These By-Laws may be modified or amended by the favorable vote of Owners holding two-thirds (2/3) of the Ownership Interests of the Association at a meeting of the Association duly called for such purpose, except as hereinafter otherwise provided herein, as in the case of a lack of a quorum, or in the Declaration.

ARTICLE 9

MISCELLANEOUS

9.001 **Conflicts.** These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of the Act or of the Declaration, the provisions of the Act or of the Declaration, as the case may be, shall control.

9.002 **Notices.** All notices to the Association or to the Board of Directors shall be sent by registered or certified mail, to the office of the Board or to such other address as the Board may

hereafter designate from time to time. The Association shall also send notice to all Mortgage Holders requesting notice, of any proposed action requiring the consent of a specified number of Mortgage Holders. Except as otherwise specifically provided in the By-Laws or Declaration, all notices to any Owner shall be sent by registered or certified mail to the municipal address as may have been designated by him from time to time, in writing. To the Association or may be delivered to the Owner's Unit if the Owner is an occupant thereof. All notices to Mortgagees shall be sent by first class mail to their respective addresses as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given upon mailing in accordance with these By-Laws.

9.003 **Severability**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity or enforceability, or effect of the balance, of these By-Laws.

9.004 **Captions**. The captions herein are inserted only as a matter 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.

9.005 **Gender**. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.006 **Waiver**. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to endorse the same, regardless of the number of violations or breaches thereof

The foregoing was adopted as the By-Laws of Lake Summerset HOA at the meeting of its Board of Directors held at Gonzales, Louisiana on _____, 2019.

Enforcement Policy and Schedule of Fines

For Lake Summerset Homeowners Association, Inc.

The purpose of this policy is to provide homeowners and all other residents with information regarding the procedures for the handling of alleged violations of the Association's governing documents and to provide for an orderly, fair manner in which to enforce these documents. This enforcement policy and schedule of fines will list certain possible violations of the DC&Rs, rules, and regulations and provide for the Board of Director's (the Board's) response to such violations.

1. It is the policy of the Association to receive information concerning alleged violations from Board members, and residents. Reports of violations must be in writing and signed. The reports may also be in an email format date stamped to the Management Company or Board of Directors. On receipt of notice of an alleged violation, the Board

will investigate the alleged violation within a reasonable time thereafter. If the Board determines that a violation has probably occurred, the Board will take the following actions:

- (a) Mail a letter to the owner of the property, setting forth the alleged violation and requesting corrective action be taken within 10 days of the date of the letter. This letter shall be referred to as a "Warning Letter." The letter will be mailed certified return receipt.
 - (b) If no corrective action has been taken within 10 days of the first Warning Letter, the Board, in its discretion may either send another Warning Letter or a Notice of Hearing (certified return receipt) to the owner of the property concerning the issue of whether to impose discipline in connection with the alleged violation.
 - (c) The hearing will take place at a Board meeting at which at least a quorum of the Board is present. The hearing will commence with a recital of the Board's reasons for determining a violation has occurred. The owner may present witnesses. The Board, having performed its own investigation and presented its own findings, is not required to identify the person or persons who brought the matter to the Board's attention, although the Board may do so if it deems such disclosure is in the best interests of the community. Unless specifically permitted by state law, neither the Association nor the owner shall not be entitled to legal counsel during the hearing. Deliberation of the Board after the hearing need not be undertaken in the presence of the owner or in open session. Within 15 days after the hearing, the Board will provide written notice (certified return receipt) to the owner of its decision to impose discipline.
 - (d) If the owner fails to appear, the Board must nevertheless consider evidence presented to it in connection with its investigation and it must determine whether a violation has occurred. If the violation is found to have occurred, the Board must determine what disciplinary action to impose, if any.
2. The following items are considered to be disciplinary actions that require a hearing before imposition:
- (a) Fines imposed pursuant to the Schedule of Fines attached hereto;
 - (b) Suspension of voting or other homeowner rights for failure to pay any assessment;
and
 - (c) Reimbursement assessments as provided for in the DC&Rs.

3. The following items are not considered disciplinary actions and therefore do not require a hearing before imposition:
 - (a) Warning letters; and
 - (b) Institution of legal proceedings; and
 - (c) Initiation of alternative dispute resolution proceedings; and
 - (d) Collection of overdue assessments; and
 - (e) Towing vehicles improperly parked on the common areas or in other violations of the DC&Rs.

4. Violations that are continuous in nature, such as an unremedied landscaping or architectural violation, may result in the imposition of periodic successive fines as described in the Schedule of Fines without further hearing by the Board. In each case where a periodic fine is assessed, the periodic fine commences the day after the hearing in which it is determined to assess the fine for a continuous violation.

5. Multiple violations of the same restriction require hearings for each alleged violation. A determination by the Board that there have been multiple violations of the same restriction may subject the owner to enhanced fines.

6. **Members are required to notify the Association's Board in writing (may be done via email correspondence) upon the correction of any alleged offense so that the Board may inspect and verify the correction.**

7. The Board may, at any time it deems such appropriate, file a civil action to obtain compliance with the governing documents; the Board need not fine an owner first. In a court action, the Board may seek either, or both, injunctive relief (that is, a court order requiring an owner to obey the governing documents) and/or recovery of fines, if any.

8. Occasionally violations are committed by tenants or guests of the owner. The owner is responsible for those violations. The notice of hearing will be sent to the owner, although the Board may, should it desire, send a copy of the notice to the tenant (if known) as well. Notices will be mailed to the owner at the property address as well as any other address which the owner has supplied to the Association for the purpose of receipt of notices.

- 9. Any and all USPS fees will be billed to the homeowner if found in violation by the Board of any of the DC&Rs rules and regulations.

ADOPTED October 13, 2019 at HOA Annual Meeting

Schedule of Fines

Lake Summerset Homeowners Association, Inc.

Exterior Appearance/Landscaping Violations

- First offense: \$25.00 if not remedied within 30 days.
- Second or additional violation of same offense: \$50.00 if not remedied within the next 15 days,
- Continuous Violations:
 - The fine for a first, second or additional violation; and
 - A periodic continuing fine of up to \$100.00 per month.
 - Examples of violations:
 - Unkept grass/lawn
 - Unkept flower beds
 - Furniture items/debris piled in public view
 - Sheds that are not located behind fencing
 - Non-compliant colors painted on the home
 - And any and all other violations as described in the Lake Summerset DC&Rs
 - _____
 - _____

Construction/Architectural Control Violations:

- First offense: \$25.00; if not remedied within 30 days.
- Second or additional violation of same offense: \$50.00; if not remedied within the next 15 days,
- Continuous Violations:
 - The fine for a first, second, or additional violation; and
 - A periodic continuing fine of up to \$100.00 per month.
 - Example:
 - Unapproved (by the Board) covers/lean-tos
 - And any and all other violations as described in the Lake Summerset DC&Rs
 - _____
 - _____

Vehicles/Parking Violations:

- First Offense: \$25.00 if not remedied within 15 days,
- Second or additional violation of same offense: \$50.00 if not remedied within the next 7 days,
- Continuous Violations:
 - The fine for a first, second, or additional violation; and
 - A continuous violation of up to \$100.00 per month.
 - Examples:
 - Vehicle parked on the street over 24 hours without moving
 - Vehicle parked in grass
 - Vehicle parked in common areas
 - Vehicles obviously abandoned (flat tires, etc.)
 - Vehicles under repair in the driveway left for more than one 24 hour period
 - Any non-motorized item or vehicle not licensed for use on public roads/highways left in driveway or in grassy areas in public view (example: boats, trailers)
 - And any and all other violations as described in the Lake Summerset DC&Rs
 - _____
 - _____

Violation of Garbage Can Rules:

- First Offense; \$25.00, if not removed within 24 hours of the scheduled waste pickup.
- Continuous violation:
 - \$25.00 per day until remedied.

Violations of Other Use Restrictions:

- First Offense; \$25.00, if not remedied within 15 days.
- Second or additional violation of same offense: Double the fine for the first offense; if not remedied within the next 7 days,
- Continuous Violation:
 - The fine for a first, second or additional violation; and
 - A periodic continuing fine of up to \$100.00 per month.

Violations That Create an Immediate Danger to Person or Property:

- First Offense: \$250.00; if not remedied within 72 hours.

- Second or additional violation of same offense: Double the fine for the first offense;
- Continuous Violations:
 - The fine for a first, second, or additional violation; and
 - A periodic continuing fine of \$200.00 per day.