

**BYLAWS
OF
WISTERIA LAKES
HOMEOWNERS
ASSOCIATION, INC.**

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**BYLAWS
OF
WISTERIA LAKES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
INTRODUCTION**

1.1. PROPERTY. These Bylaws provide for the governance of Wisteria Lakes Homeowners Association Inc., a planned community located in East Baton Rouge Parish, Louisiana, according to the plat or plats thereof recorded in East Baton Rouge Parish, Louisiana (the "**Property**").

1.2. DECLARATION. The Property is subject to a number of publicly recorded documents, including the Declaration of Covenants & Restrictions for Wisteria Lakes Homeowners Association HOA, recorded or to be recorded in the records of East Baton Rouge Parish, Louisiana (the "**Declaration**").

1.3. DEFINITIONS. Unless otherwise defined herein, words and phrases defined in the Declaration have the same meanings when used in these Bylaws.

1.4. DECLARANT CONTROL. Notwithstanding anything to the contrary in these Bylaws, a number of provisions in these Bylaws are modified by Declarant's rights and reservations under the Declaration during the Development Period, such as the number, qualification, appointment, removal, and replacement of directors, as well as the weight of votes allocated to Lots owned by Declarant.

1.5. PARTIES TO BYLAWS. All present or future Owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Community Documents as defined in the Declaration. The mere acquisition of a Lot or occupancy of a dwelling will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.6. APPLICABLE LAW. The Association is a Louisiana nonprofit corporation governed by La. R.S. 12:201 et seq. of the Louisiana Corporation Laws (the "**LCL**") and the Louisiana Homeowners Association Act, La. R.S. 9:1541.1 et seq.

1.7. GENERAL POWERS AND DUTIES. The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Community Documents and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Owners, subject only to limitations upon the exercise of such powers as may be contained in applicable law or the Community Documents.

**ARTICLE 2
BOARD OF DIRECTORS**

2.1. APPOINTMENT PERIOD. The term "Appointment Period" shall mean the period of time commencing as of the date of recordation of the Restrictions and continuing until the date on which Developer voluntarily relinquishes its right to appoint five members to the Board of Directors. The Developer may, in its sole discretion, transfer this right to the Association with or without an election of

the members of the association. The Developer has the right to appoint a five (5) member Board of Directors in the transferring of rights to the Homeowners Association.

2.2. NUMBER AND TERM OF OFFICE. After the Development Period, the Board will consist of five (5) persons. The number of directors may be changed by amendment of these Bylaws. Upon election, each director will serve a term of two years.

2.2.1. STAGGERED TERMS. To maintain staggered terms, two (2) directors will be elected in even-numbered years, and three (3) directors will be elected in odd-numbered years. To establish staggered terms, at the first election after the transition meeting, the candidates receiving the most votes will serve two-year terms, and the candidates receiving the next-highest votes will serve initial terms of one year. In an odd-numbered year, the highest vote getter will serve a two-year term, and the next two highest vote getters will serve one-year terms. In an even-numbered year, the two highest vote getters will serve two-year terms, and the third highest vote getter will serve a one-year term. Thereafter, their successors will serve two-year terms. If the Board is ever elected en masse, the same method will be used to re-establish staggered terms.

2.3. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board.

2.3.1. Owners. At least a majority of the directors must be Owners of the Association, spouses of Owners, or residents of the Property.

2.3.2. Entity Owner. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Owner is eligible to serve as a director and is deemed to be an Owner for the purposes of this Section.

2.3.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his Lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.3.4. Violations. No person may be elected or appointed as a director if the person or his Lot - at the time of election or appointment - has not cured a violation of the Community Documents for which the Association has given notice and a reasonable opportunity to cure.

2.3.5. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, Board, or committee is a party.

2.4. ELECTION. Directors will be elected by the Owners of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law.

2.5. VACANCIES. Subject to the exceptions below, vacancies on the Board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any special meeting of the Board called for such purpose. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder (if any) of the term that was vacated. The exceptions to Board-elected replacements are (1) the removal of a director by a vote of the Owners, who will elect a replacement, and (2) a vacancy occurring because of an increase in the number of directors, which also will be filled by election of the Owners.

2.6. REMOVAL OF DIRECTORS.

2.6.1. Removal by Owners. At any special meeting of the Association called for the purpose of removing a director, any one or more of the directors may be removed with or without cause by Owners representing a majority in interest of all the voting Owners, and a successor may then and there be elected to fill the vacancy thus created.

2.6.2. Removal by Directors. A director may not be removed by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the Board called for that purpose:

- a. The director is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, the Board, or committee is a party, provided the Association did not file suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least three times during the preceding 12 months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend three or more meetings of the Board during the preceding 12 months, provided he was given proper notice of the meetings.
- d. The director has refused or failed to cure a violation of the Community Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.
- e. The director was an "interested director" in the outcome of a contract, decision, or transaction considered by the Board, and (1) failed to fully or timely disclose same to the Board, or (2) failed to abstain from voting on the matter.

2.6.3. No Removal by Officers. A director may not be removed by officers of the Association, acting in their capacity of officers of the Association, under any circumstance.

2.7. MEETINGS OF THE BOARD.

2.7.1. Place of Board Meetings. The Board will conduct its meetings at a location that is reasonably convenient for the greatest number of directors, and at a place or facility that is sufficiently large to accommodate the number of Owners who typically attend the Board meetings as observers. The decision of where to meet may be made on a meeting by meeting basis by the officer or director who calls the meeting, by the Board resolution, or by any other practice that is customary for homeowners associations.

2.7.2. Types of Board Meetings. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one such meeting must be held each calendar quarter, with or without notice. Special meetings of the Board may be called, with notice, by the president or, if he is absent or refuses to act, by the secretary, or by any two directors. In case of emergency, the Board may convene an emergency meeting to the purpose

of dealing with the emergency after making a diligent attempt to notify each director by any practical method.

2.7.3. Notice to Directors of Board Meetings. Notice is not required for regular meetings of the Board, provided all directors have actual or constructive knowledge of the meeting date, time, and place. Notice of a special meeting must be given at least one day in advance of the meeting.

2.7.4. Informing Owners of Board Meetings. The Board will try to inform Owners of the time and place of each Board meeting, but the failure of the Association to disseminate and the failure of an Owner to receive timely or accurate information about the date, time, and place of a meeting does not invalidate the meeting.

2.7.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings.

2.7.6. Quorum. At meetings of the Board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

2.7.7. Minutes. The written report of a Board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the Board, but need not report the substance of discussion. The Board is not required to distribute minutes of its meetings to the Owners.

2.7.8. Voting. A director who is also an officer of the Association, even the presiding officer, is expected to participate and to vote in the manner of every other director. The president of the Association is not prohibited from voting and is not limited to tie-breaking votes. Directors may not participate by proxy at meetings of the Board.

2.7.9. Open Meetings. Regular and special meetings of the Board are open to Owners.

2.7.10. Executive Session. The Board may adjourn any regular or special meeting of the Board and reconvene in executive session, subject to the following conditions:

- a. The nature of business to be considered in executive session will first be announced in open session.
- b. No action may be taken nor decision made in executive session, which is for discussion and informational purposes only.
- c. The limited purposes for which the Board may convene in executive session are (1) to confer with the Association's legal counsel, (2) to discuss litigation or resolution of claims with which the Association is threatened or involved, (3) to discuss labor or personnel matters, (4) to discuss a complaint from or an alleged violation by an Owner when the Board determines that public knowledge would

be injurious to the Owner, and (5) on advice of counsel, to discuss matters of a particularly sensitive nature.

- d. At the end of the executive session, the Board must return to the open meeting and announce the general nature of the business that was considered in executive session. Any vote, act, or decision that would have been made in executive session (but for this requirement) must be made in the open meeting.
- e. The Board is not required to make or maintain minutes of executive sessions.

2.7.11. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.8. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, subject to the following requirements:

2.8.1. Unanimous Consent. If all directors individually or collectively consent in writing to such action, the written consents have the same force and effect as the unanimous approval of directors at a meeting.

2.8.2. Procedures. Written consents must state the date of each director's signature. The required number of written consents must be received by the Association within 60 days after the date of the earliest dated consent. Written consents must be filed with the minutes of Board meetings. Additional procedures may be required by the LCL.

2.9. POWERS AND DUTIES. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by applicable law or the Community Documents, are reserved to the Owners and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in applicable law or the Community Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.9.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and residents. The Board may not appoint a committee to act in its place in managing the affairs of the Association.

2.9.2. Managing Agent. The Board may employ a managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.10. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, may be required by the Board to furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3 **OFFICERS**

3.1. DESIGNATION. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one or more vice-presidents as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be Owners or directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director or a committee to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. ELECTION OF OFFICERS. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. DESCRIPTION OF PRINCIPAL OFFICES.

3.4.1. President. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the Board; (2) has all the general powers and duties which are usually vested in the office of president of an organization; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (4) sees that all orders and resolutions of the Board are carried into effect.

3.4.2. Vice-President. The vice-president, if appointed, acts in place of the president in event of the president's absence, inability, or refusal to act. The vice-president also exercises and discharges any duty required of the vice-president by the Board.

3.4.3. Secretary. The secretary: (1) keeps the minutes of all meetings of the Board and of the Association; (2) has charge of such books, papers, and records as the Board may direct; (3) maintains a record of the names and addresses of the Owners for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.4.4. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.5. AUTHORIZED AGENTS. Except when the Community Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of the Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4 **STANDARDS**

4.1. GENERAL STANDARDS. The general standards of duty for an officer or director of the Association are the State's standards for officers and directors of a nonprofit corporation, as stated in the LCL as it may be amended. On the date of this document, La. R.S. 12:226 provides the following standards:

- A. Officers and directors shall be deemed to stand in a fiduciary relation to the corporation and its members and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment and skill which ordinarily prudent men would exercise under similar circumstances in like positions.

4.2. RELIANCE. A director acting in reliance, in good faith, on a report made to the Board, or to any committee thereof, by an officer of the Association or by an appraiser selected by the Board or by any committee thereof with reasonable care, or on financial statements or other records of the Association represented as accurate by the president or other officer in charge of the Association's books of account or of such records, or stated in a written report by independent or certified public accountants fairly to reflect the Association's financial condition, shall not be held liable under the provisions of this section.

4.3. COMPENSATION. Except as permitted below, a director, officer, Owner, or resident is not entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Owner, or resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, Owner, or resident for services rendered to the Association in other capacities.
- b. A director, officer, Owner, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- c. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.
- d. This provision does not apply to distributions to Owners permitted or required by the Declaration, applicable law, or a court order.

4.4. LOANS. The Association may not loan money to or guaranty a loan for an Owner, officer or director of the Association.

4.5. CONFLICT OF INTERESTS. If a contract or transaction is fair to the Association, it is not disallowed merely because an officer, director, or Owner of the Association has a financial interest in the transaction, provided (1) the material facts as to his interest and as to the contract or transaction were disclosed or known to the Board or the committee, and the Board or committee in good faith authorized the contract or transaction by a vote sufficient for such purpose without counting the vote of the interested director or directors or (2) the material facts as to his interest and as to the contract or transaction were disclosed or known to the Owners entitled to vote thereon, and the contract or transaction was approved in good faith by vote of the Owners; or (3) the contract or transaction was fair as to the corporation as of the time it was authorized, approved or ratified by the Board, committee, or Owners, although the "interested" director may be counted toward a quorum at the meeting. Nothing in this Section may be construed to prevent the Board from adopting policies and procedures that are more stringent than the requirements of this Section, or of applicable law.

ARTICLE 5

MEETINGS OF THE ASSOCIATION

5.1. ANNUAL MEETING. An annual meeting of the Association will be held during the fourth quarter of each calendar year. At annual meetings the Owners will elect directors in accordance with these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

5.2. SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by one or more petitions signed by Owners of at least 20 percent of the Lots in the Property. If the petition process is used, petitions may be in any form that is customary for the time. The Board may not require a specific form of petition, nor require that the petition be offered to every Owner. Signatures on petitions need not be notarized or witnessed. An electronic or faxed petition is acceptable if the "signers'" identities are reasonably discernible.

5.3. PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place convenient to the Owners, as determined by the Board.

5.4. NOTICE OF MEETINGS. Subject to the provisions below, at the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Lot at least ten days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

5.4.1. Notice Exception. Individual notice of the regular annual meeting of the Association is not required if (1) the time and place of the meeting is largely unchanged from year to year and (2) information about the time and place is routinely available to all Owners, such as by year-long posting on the Association's official website or repetitive announcements in the Association's newsletter. This exception does not apply to special meetings of the Association or to changes in the time and place of the regular annual meeting.

5.4.2. Special Meeting Notice. The Board must give an Owner of each Lot notice of the special meeting within 30 days after the Board resolution or receipt of petition. If the Board fails or refuses to call the special meeting in a timely manner, an ad hoc committee of Owners, appointed by the Board, may do so provided the notice of meeting names the ad hoc committee and its individual members, and further provided that the notice is delivered to an Owner of every Lot in accordance with these Bylaws. The notice of any special meeting must state the time,

place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

5.5. RECORD DATE. Before each meeting of the Association, the Board will establish a list of all Owners for purposes of receiving a meeting notice, and a list or way of identifying Owners who are ineligible to vote at the meeting because of a delinquent account. These membership lists are described in Article 9 below. The "cut off" date on which these lists are based is referred to in the LCL as the "Record Date." The Record Date for an Association meeting for which notice is given is ten calendar days before the date the notice is distributed or published to the Owners. The Record Date for an Association meeting for which no notice is given is 45 calendar days before the meeting.

5.6. ELIGIBILITY.

5.6.1. Meeting Notice. An Owner of each Lot in the Property as of the Record Date is eligible to receive notices of meetings of the Association, to attend meetings of the Association, and to participate in meetings of the Association, even though the Owner may be ineligible to vote or to stand for election to the Board. Because the ownership of Lots may change during a year, the ownership as of the Record Date is used to produce the membership list for use in connection with the meeting.

5.6.2. Voting. The Board may determine that an Owner may not vote at a meeting of the Association if the Owner's financial account with the Association is in arrears on the Record Date, provided (1) the ineligibility applies to every Owner who is delinquent, and (2) each ineligible Owner is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. The Record Date determination of Owners entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 30 days after the original meeting. The Board is not required to disqualify Owners with delinquent accounts, and may allow all Owners to vote regardless of arrearages.

5.7. QUORUM. At any meeting of the Association, the presence in person or by proxy of Owners is outlined in 6.6 of The Declaration of Covenants and Restrictions for Wisteria Lakes Subdivision. Owners present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Owners constituting a quorum.

5.8. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, Owners representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an Owner of each Lot, at which re-called meeting the quorum requirement is lowered to two-thirds of the number of Lots required for the first call of the meeting.

5.9. VOTES. The vote of Owners representing at least a majority of the votes cast at any meeting at which a quorum is present binds all Owners for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by applicable law. Cumulative voting is prohibited.

5.9.1. Co-Owned Lots. If a Lot is owned by more than one Owner, the vote appurtenant to that Lot is cast as follows. If only one of the multiple Owners of a Lot is present at a meeting

of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

5.9.2. Entity-Owned Lots. If a Lot is owned by an entity, such as a corporation or partnership, the vote appurtenant to that Lot may be cast by any officer, manager, or partner of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

5.9.3. Association-Owned Lots. Votes allocated to a Lot owned by the Association may be counted towards a quorum only and may not be voted.

5.9.4. Lots Owned by Declarant or Builders. Article 15 of the Declaration may establish different voting rights during the Development Period.

5.10. PARTICIPATION. Owners may participate in person or by proxy at meetings of the Association. An Owner who participates is deemed "present" and may be counted towards a quorum unless the Owner participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.11. PROXIES. Votes may be cast in person or by written proxy.

5.12. CONDUCT OF MEETINGS. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting.

5.13. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

5.14. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Owners present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

ARTICLE 6

RULES

6.1. RULES. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (1) the administration of the Association and the Community Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with applicable law or the Community Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Owners.

6.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

6.3. NOTICE AND COMMENT. At least ten days before the effective date, the Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication that is circulated to the Owners. The Board may, but is not required to, give similar notice to residents who are not Owners. Any Owner or resident so notified has the right to comment orally or in writing to the Board on the proposed action.

6.4. DISTRIBUTION. On request from any Owner or resident, the Board will provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners and, if the Board so chooses, to non-Owner residents.

ARTICLE 7

ENFORCEMENT

7.1. NOTICE AND HEARING. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law. The following actions by or with the approval of the Board, the Association, or the Architectural Reviewer, require notice and hearing as provided by this Article:

- a. Suspension of use of a common area.
- b. Imposition of a fine for violation of any provision of the Community Documents, other than fines, interest, or collection fees charged for delinquent accounts.
- c. Charging an Owner or a Lot for property damage.
- d. Filing suit against an Owner other than a suit related to the collection of assessments or foreclosure of the Association's assessment lien.

7.2. HEARING.

7.2.1. Request for Hearing. To request a hearing, an Owner must submit a written request within 30 days after receiving the Association's written notice. Within ten days after receiving the Owner's request for a hearing, and at least ten days before the hearing date, the Association will give the Owner notice of the date, time, and place of the hearing. If the

Association or the Owner requests a postponement of the hearing, the hearing will be postponed for up to ten days. Additional postponements may be granted by agreement of the parties.

7.2.2. Hearing. The hearing may be held in an executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

7.3. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

7.3.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

7.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

7.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

7.4. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Community Documents for violation of a provision of the Community Documents, the Board may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Community Documents, including the collection of delinquent assessments.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. PROOF OF OWNERSHIP. Except for those Owners who initially purchase a Lot from Declarant, any person, on becoming an Owner of a Lot, must furnish to the Board evidence of ownership in the Lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as an Owner unless this requirement is first met.

8.2. MAILING ADDRESS. The Owner or the several co-Owners of a Lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Lot is deemed to be his mailing address.

8.3. ASSESSMENTS. All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. An Owner is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Lot.

8.4. COMPLIANCE WITH DOCUMENTS. Each Owner will comply with the provisions and terms of the Community Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 9 **ASSOCIATION RECORDS**

9.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law.

ARTICLE 10 **NOTICES**

10.1. CO-OWNERS. If a Lot is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Owner at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an Owner fails to give the Association an effective address, the notice may be sent to the address of the Owner's Lot. If the Association properly transmits the notice, the Owner is deemed to have been given notice whether or not he actually receives it.

10.3. WAIVER OF NOTICE. Whenever a notice is required to be given to an Owner or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by an Owner or director at any meeting of the Association or the Board, respectively, constitutes a waiver of notice by the Owner or director of the time, place, and purpose of the meeting. If all Owners or directors are present at any meeting of the Association or the Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 11 **INDEMNIFICATION**

11.1. GENERAL. The Association shall indemnify each Association Leader to the extent authorized under and pursuant to La. R.S. 12:227. As used in this Article, "**Association Leader**" means a person who is a current or former officer or director of the Association, or a current or former committee chair or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

11.2. EXPENSES. The indemnification provided by this Article covers reasonable expenses and costs, such as legal fees, actually and necessarily incurred by the indemnified person in connection with a qualified claim.

ARTICLE 12 DECLARANT PROVISIONS

12.1. CONFLICT. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

12.2. BOARD OF DIRECTORS. During the Development Period, Article 15 of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners or residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

12.3. TRANSITION MEETING. As provided by Article 15 of the Declaration, within 60 days after the end of the Development Period, or sooner at Declarant's option, Declarant will call a meeting of the Owners for the purpose of electing directors, by ballot of Owners. Notice of the transition meeting will be given at least ten days before the meeting.

12.4. GOVERNANCE DURING DEVELOPMENT PERIOD. Each Owner is further notified of Declarant's right to control the Association during the Development Period and accepts such control, as provided in Exhibit A to these Bylaws, Notice of Governance and Purchaser's Covenants During Development Period.

ARTICLE 13 AMENDMENTS TO BYLAWS

13.1. AMENDMENTS BY DECLARANT. As provided by Article 15 of the Declaration, during the Development Period, Declarant may amend these Bylaws with or without approval by the Board or the Owners, for any purpose.

13.2. AMENDMENTS BY OWNERS. Other than amendments by the Declarant pursuant to Section 13.1, amendments of these Bylaws must be approved by the Owners according to the terms of this Article.

13.2.1. Proposal. The Association will provide an Owner with a description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

13.2.2. Consents. Subject to the following limitation, an amendment of these Bylaws must be approved by Owners representing at least a majority of the votes present (in person or by proxy) at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by proxy) at an Association meeting, the Owners of a majority of the Lots represented at the meeting (in person or by proxy) -- even if less than a majority of the total Lots -- may approve an amendment to these Bylaws. This Section, however, may not be amended without the approval of Owners representing at least a majority of the total Lots in the Property.

13.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property and the name of the Association; and (2) signed and acknowledged by at least one officer of the Association, certifying the requisite authority and/or approvals. An amendment may be effective immediately if adopted at an Association meeting at which Owners of two-thirds of the Lots are represented. Otherwise, an amendment is not effective until ten days after an Owner of each Lot is notified of the amendment and provided with a copy of the amendment or instructions for obtaining a copy.

13.4. DECLARANT PROTECTION. During the Development Period, no amendment of these Bylaws may affect Declarant's rights herein without Declarant's written and acknowledged consent. Specifically, this Section, the article titled "Declarant Provisions," and the sections titled "Declarant Control" and "Drafter's Intent" may not be amended during the Development Period without prior written approval of Declarant. Declarant's written consent must be part of the amendment instrument.

ARTICLE 14
GENERAL PROVISIONS

14.1. DRAFTER'S INTENT. Because Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Property, Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, Declarant compiled most of the Declarant-related provisions in Article 15 of the Declaration. Although Declarant is initially an Owner of the Association, Declarant is intentionally exempt from a number of obligations that apply to other Owners and has a number of rights that other Owners do not have. These Bylaws are to be construed liberally to give effect to the drafter's intent of favorable and preferential treatment of Declarant.

14.2. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Louisiana, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's Articles of Incorporation conflicts with these Bylaws, the Articles of Incorporation control. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

14.3. SEVERABILITY. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

14.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

14.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year begins January 1st and ends December 31 of each year.

14.6. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.