

Bylaws

Eagles Landing Subdivision
Homeowners' Association Inc.



EAGLE’S LANDING SUBDIVISION
HOMEOWNER’S ASSOCIATION, INC.
BYLAWS

Table of Contents

ARTICLE I 1

INTRODUCTION 1

1.1 PROPERTY 1

1.2 DECLARATION 1

1.3 DEFINITIONS 1

1.4 PARTIES TO BYLAWS 1

1.5 APPLICABLE LAW 1

1.6 GENERAL POWERS AND DUTIES 1

1.7 REFUSAL TO ACT ERROR! BOOKMARK NOT DEFINED.

1.8 MAJORITY ERROR! BOOKMARK NOT DEFINED.

ARTICLE 2 2

BOARD OF DIRECTORS 2

2.1 NUMBER AND TERM OF OFFICE 2

2.2 STAGGERED TERMS 2

2.3 QUALIFICATION 2

2.4 ELECTION 3

2.5 VACANCIES 3

2.6 REMOVAL OF DIRECTORS 3

2.7 MEETINGS OF THE BOARD 3

2.8 ACTION WITHOUT MEETING 5

2.9 POWERS AND DUTIES 5

2.10 FIDELITY BONDS 5

ARTICLE 3 6

OFFICERS 6

3.1 DESIGNATION 6

3.2 ELECTION OF OFFICERS 6

3.3 REMOVAL AND RESIGNATION OF THE PRESIDENT 6

3.4 REMOVAL AND RESIGNATION OF OTHER PRINCIPAL OFFICERS 6

3.5 DESCRIPTION OF PRINCIPAL OFFICES 6

3.6 AUTHORIZED AGENTS 7

ARTICLE 4 8

STANDARDS 8

4.1 GENERAL STANDARDS 8

4.2 RELIANCE 8

4.3 COMPENSATION 8

4.4 LOANS 8

4.5 CONFLICT OF INTERESTS 8

ARTICLE 5 9

MEETINGS OF THE ASSOCIATION 9

5.1 ANNUAL MEETING 9

5.2 SPECIAL MEETINGS 9

5.3 PLACE OF MEETINGS 9

5.4 NOTICE OF MEETINGS 9

5.5 RECORD DATE 9

5.6 ELIGIBILITY 9

5.7 QUORUM OF THE ASSOCIATION 10

5.8 LACK OF QUORUM 10

5.9 VOTES 10

5.10 PARTICIPATION 10

5.11 PROXIES 10

5.12 CONDUCT OF MEETINGS 10

5.13 ORDER OF BUSINESS 11

5.14 ADJOURNMENT OF MEETING 11

ARTICLE 6 12

RULES 12

6.1 RULES 12

6.2 ADOPTION AND AMENDMENT 12

6.3 NOTICE AND COMMENT 12

6.4 DISTRIBUTION 12

ARTICLE 7 13

ENFORCEMENT 13

7.1 NOTICE AND HEARING 13

7.2 HEARING 13

7.3 IMPOSITION OF FINE 13

7.4 REIMBURSEMENT OF EXPENSES AND LEGAL FEES 13

ARTICLE 8..... 14

OBLIGATIONS OF THE OWNERS..... 14

8.1 PROOF OF OWNERSHIP 14

8.2 MAILING ADDRESS 14

8.3 ASSESSMENTS..... 14

8.4 COMPLIANCE WITH DOCUMENTS..... 14

ARTICLE 9..... 15

ASSOCIATION RECORDS 15

9.1 INSPECTION OF BOOKS AND RECORDS 15

9.2 OWNERS INSPECTION OF BOOKS AND RECORDS 15

ARTICLE 10 16

NOTICES..... 16

10.1 CO-OWNERS 16

10.2 DELIVERY OF NOTICES 16

10.3 WAIVER OF NOTICE 16

ARTICLE 11 17

INDEMNIFICATION 17

11.1 GENERAL 17

11.2 EXPENSES 17

ARTICLE 12 18

AMENDMENTS TO BYLAWS..... 18

12.1 AMENDMENTS BY OWNERS..... 18

5.9.1 PROPOSAL 18

5.9.2 CONSENTS 18

12.2 EFFECTIVE 18

ARTICLE 13 19

GENERAL PROVISIONS 19

13.1 DRAFTER'S INTENT 19

13.2 CONFLICTING PROVISIONS..... 19

13.3 SEVERABILITY..... 19

13.4 FISCAL YEAR 19

13.5 WAIVER..... 19

CERTIFICATION & ACKNOWLEDGEMENT 20

Article I Introduction

- 1.1 **PROPERTY**. These Bylaws provide for the governance of Eagle's Landing Subdivision, a planned community located in Ascension Parish, Louisiana, according to the plat or plats thereof recorded in Ascension Parish, Louisiana (the "**Property**").
- 1.2 **DECLARATION**. The Property is subject to several publicly recorded documents, including the Declaration of Covenants & Restrictions for Eagle's Landing Subdivision, recorded or to be recorded in the records of Ascension 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 **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.
- 1.5 **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.
- 1.6 **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 NUMBER AND TERM OF OFFICE.** After the Development Period, the Board will consist of six persons. Each building phase of the development shall elect two representatives to the board. Upon election, each director will serve a term of three years. An Owner having completed their term will not qualify to run for a director seat in the immediate cycle following their terms completion. An Owner having completed their term will only qualify to fill a seat in the immediate cycle following their terms completion if a seat remains vacant that the owner would otherwise qualify to fill. An Owner having been removed from the Board in accordance with section 2.6 will not qualify to run for a director seat for two election cycles following their removal.
- 2.2 STAGGERED TERMS.** To establish staggered terms, at the first election after the adoption of the bylaws, each phase will elect two representatives to the board. The elected terms shall follow three election cycles. The candidate receiving the highest number of votes representing a majority in interest in a given phase will be the “A” representative for the phase. The candidate receiving the second highest number of votes representing a majority in interest in a given phase will be the “B” representative for the phase. Following the initial election to begin staggered terms, Cycle 1 shall be a three-year term, cycle 2 shall be a two-year term, and cycle 3 shall be a one-year term. For all following elections, all cycles shall be three-year terms. The phase representative and the corresponding term cycle shall be identified as:
- A.** Cycle 1 elections will be held at the 2024 annual meeting and every third year beginning 2024. The Representatives elected in Cycle 1 are:
 - 1. The Representative for phase 1A
 - 2. The Representative for phase 2A
 - B.** Cycle 2 elections will be held at the 2024 annual meeting and every third year beginning 2026. The Representatives elected in Cycle 2 are:
 - 1. The Representative for phase 3A
 - 2. The Representative for phase 1B
 - C.** Cycle 3 elections will be held at the 2024 annual meeting and every third year beginning 2025. The Representatives elected in Cycle 3 are:
 - 1. The Representative for phase 2B
 - 2. The Representative for phase 3B
- 2.3 QUALIFICATION.** The following qualifications apply to the election or appointment of persons to the Board.
- 2.3.1 Owners.** The directors must be Owners of the Association, or spouses of Owners.
 - 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 or serve on committees if any assessment, violation fees, interest payments, legal fees, or any outstanding debt to the HOA against the person or their Lot is more than 30 days delinquent at the time of the Record Date for the meeting set for election or appointment, provided they have 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 their Lot - at the time of the Record Date for the meeting set for 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, appointed, or serve 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 a purpose. Each Acting Director so elected serves until the next Annual Meeting of the Association, at which time the owners of the corresponding phase from which the vacancy occurred may vote to approve the appointment of the Acting Director to complete the term cycle or open the floor for a phase election where a successor will be elected to complete the term cycle that was vacated. The exceptions to Board-elected replacements are:
- A.** A vacancy occurring in the Presidency. The vice-president acts in place of the president in event of the presidential vacancy until a special meeting can be called for the Owners to elect a new President.
 - B.** The removal of a director by a vote of the Owners, who will elect a replacement, and
 - C.** A vacancy occurring because of an increase in the number of directors

In each of these circumstances, the vacancy will be filled by an election of the Owners for the corresponding phase.

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 30 days or has been delinquent at least three times during the preceding 12 months, provided they were 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 they were given proper notice of the meetings.
 - D.** The director has refused or failed to cure a violation of the Community Documents for which they have 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.

2.7 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 Board resolution, or by any other practice customary for homeowners' associations.

2.7.2 Types of Board Meetings.

- 2.7.2.1** Regular 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.
- 2.7.2.2** Special Board Meetings. Special meetings of the Board may be called, with notice, by the President or, if they are absent or refuse to act, by the Vice President or by any two other directors.
- 2.7.2.3** Emergency Board Meetings. In case of an emergency, the Board may convene an emergency meeting for 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 optional 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 three days (72 hours) 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 the minutes of the meeting once approved by the directors at a future meeting. The minutes must report actions taken by the Board but need not report the substance of the discussion. The Board is not required to distribute minutes of its meetings to the Owners. The Board is required to make all agendas and minutes available to owners upon request.

2.7.8 Voting. Directors are expected to participate and to vote in the manner of every other director. The President of the Association is prohibited from voting except to make or break tie votes. Tie votes are considered failed motions. 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 meetings 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, or a decision made in executive session. The executive session 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 or an alleged violation by an Owner when the Board determines that public knowledge would be injurious to the Owner, and
 - 5)** On the advice of counsel, to discuss matters of a particularly sensitive nature.

2.7.11 Electronic 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, video call, online audio, and web conferencing platform, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a 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 consent must state the date of each director's signature. The required number of written consents must be received by the Association within 30 days after the date of the earliest dated consent. Written consent 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 include new community amenities, remove community amenities, levy special assessments, raise assessments, or those actions 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 number of 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 representing Lots in good standing with the Association. 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 Vice-President, the Secretary, and the Treasurer. All principal officers must be directors. No one Director may hold more than one principal office. If an officer is absent or unable to act, the Board may appoint another director not holding a principal office to perform the duties of that officer and to act in place of that officer on an interim basis.

3.2 ELECTION OF OFFICERS.

3.2.1 The President. The President shall be elected at the annual meeting by the Owners immediately following the election of new phase representatives. The President shall hold office at the pleasure of the Owners. Except for resignation or removal, the President shall hold office until their respective successor has been designated by the Owners.

3.2.2 Other Principal Officers. The other principal officers are elected at the annual meeting by the directors immediately following the election of the President and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until the Board designates their respective successors.

3.3 REMOVAL AND RESIGNATION OF THE PRESIDENT. A majority vote of the Owners present may remove the President, with or without cause. The Vice President shall immediately assume the role of President. Upon a vacancy for President, the Board shall immediately elect a new interim Vice President either by unanimous consent or majority vote, and immediately set a Special Board Meeting for the purpose of electing a new President.

3.4 REMOVAL AND RESIGNATION OF OTHER PRINCIPAL OFFICERS. A majority vote of the directors may remove any officer except for the President, with or without cause. A successor may be elected at any regular or special meetings 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.

3.5 DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1 President. As the chief executive officer of the Association, the president:

- A. Presides at all meetings of the Association and of the Board.
- B. Has all the general powers and duties which are usually vested in the office of president of an organization.
- C. Has general supervision, direction, and control of the business of the Association, subject to the consent of the Board and may only act alone in emergencies not caused by the President's actions or inaction.
- D. Sees that all orders and resolutions of the Board are carried into effect.
- E. Appoints Committee Chairpersons subject to approval of the Board.

3.5.2 Vice-President. The vice-president acts in place of the president in event of the president's absence, inability, or refusal to act. The Vice-President serves as an ad-hoc (non-voting) member of all committees. The vice-president also exercises and discharges any duty required of the vice-president by the Board.

3.5.3 Secretary. The secretary:

- A. Keeps the minutes of all meetings of the Board and of the Association.
- B. Has charge of such books, papers, and records as the Board may direct.
- C. Maintains a record of the names and addresses of the Owners for the mailing of notices.
- D. In general, performs all duties incident to the office of secretary.

3.5.4 Treasurer. The treasurer:

- A.** Is responsible for Association funds.
- B.** Keeps full and accurate financial records and books of account showing all receipts and disbursements.
- C.** Ensures all required financial data is prepared and accurate and tax returns are prepared and submitted.
- D.** Ensures 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 are deposited accordingly.
- E.** Ensures the annual and supplemental budgets of the Association are prepared and presented to the Association.
- F.** Reviews the accounts of the managing agent monthly in the event a managing agent is responsible for collecting and disbursing Association funds
- G.** Performs all the duties incident to the office of treasurer.

3.6 AUTHORIZED AGENTS. Except when the Community Documents require the 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 Treasurer, with consent from the President, are the only persons authorized to execute instruments on behalf of the Association.

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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. Compensation paid to a Director, Officer, or Owner must be announced to the Association upon Board approval and itemized separately in all publications addressing community financials.
- B.** A director, officer, Owner, or resident may, from time to time, be reimbursed for their 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 must prescribe in the annual budget for the use of Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities if funds are to be expended for such.
- D.** This provision does not apply to distributions to Owners permitted or required by the Declaration, applicable law, or court order.
- 4.4** LOANS. The Association may not loan money to or guarantee a loan for a Director, Officer, or Owner of the Association.
- 4.5** CONFLICT OF INTERESTS. If a contract or transaction is fair to the Association, it is not disallowed merely because a Director, Officer, or Owner of the Association has a financial interest in the transaction, provided:
- A.** The material facts as to their 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 to be sent to the owners for ratification; and
- B.** The material facts as to their interest and as to the contract or transaction were disclosed or known to the Owners in good standing entitled to vote in an Association Meeting or Special Meeting called for the purpose of approval, and the contract or transaction was approved in good faith by vote of the Owners in good standing; and
- C.** The contract or transaction was fair to the corporation as of the time it was authorized, approved, or ratified by the Board and the 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 in March of each 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 10% of the Lots (24 Lots) in good standing being represented. 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 for the 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 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, official 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 will be held. Notices will identify the type of meeting as annual or special and 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:
- A.** The time and place of the meetings are largely unchanged from year to year.
 - B.** 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 eligible Lot notice of the special meeting within 30 days after the Board resolution or receipt of the petition. If the Board fails or refuses to call the special meeting in a timely manner, The Board's authority, duties, and responsibilities, with the exception of calling and holding the Special Meeting in question, will be automatically suspended until a Special Meeting is held to address the original concerns causing the need for the Special meeting. The Board shall further provide 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 and delinquent in accordance with section 2.3.3 on the Record Date, provided:
- A.** The ineligibility applies to every Owner who is delinquent.
 - B.** 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 OF THE ASSOCIATION. At any meeting of the Association, the presence in person or by proxy of Owners of at least 10% of the Lots (24 Lots) being represented at any Association meeting constitutes a quorum.
- 5.8** LACK OF QUORUM. Business conducted by the Association, resolutions adopted by the Association, transactions and proceedings of the Association occurring at meetings absent a quorum will be delayed 30 days before any action can be enacted. Within 30 days of business being conducted absent a quorum and, the Owners may submit a petition of a minimum of 10% of the Lots (24 Lots) being represented objecting to all or part of the business conducted in the meeting absent quorum. The petition must state the specific actions taken that are under protest. If a successful petition is submitted, the president must immediately schedule a Special Meeting within 30 calendar days to address the specific actions under protest. Absent a valid petition within the 30-day deadline the original actions stand as official business. If the Special Meeting called fails to have a quorum, the original actions stand as official business.
- 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 make a 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.
- 5.10** 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)
- Election of the President (when required)
- Unfinished or old business
- New business
- Adjourn

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

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Article 6

Rules

- 6.1** RULES. The Board has the right to establish and amend, from time to time, reasonable rules, and regulations for:
- A.** The administration of the Association and the Community Documents
 - B.** The maintenance, management, operation, use, conservation, and beautification of the Property
 - C.** The health, comfort, and general welfare of the residents; provided, however, that such rules may not conflict with applicable law or the Community Documents. The Board will, always, 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 considering 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** Abatement. The Board may not abate (waive or reduce) assessments, correctly calculated interest, or legal fees. The Board may only abate violation fees or late fees with a majority vote of the Board.
- 7.3.4** 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 will apply Owners' payments to unpaid legal fees, interest, fines or any and all other delinquencies (in described order) 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 for enforcement, 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 their 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 they are current in their assessments and there are no outstanding delinquencies or violations made or levied against them and their Lot after either the appeal deadline has passed or if an appeal is in process.
- 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.
- 9.2** OWNERS INSPECTION OF BOOKS AND RECORDS. An Owner may request, in writing, to inspect any or all of the Association Records. The Board must provide the requested records within 30 days of the request for all records of the current annual administration. The Board must provide the requested records within 60 days of the request for all records preceding the current annual administration. The Board may redact any Personally Identifiable Information (PII) for the purpose of protecting Owners personal information.

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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.

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Article 12

Amendments to Bylaws

- 12.1** 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.
- 12.2** AMENDMENTS BY OWNERS. Other than amendments by the Declarant pursuant to Section 12.1, amendments of these Bylaws must be approved by the Owners according to the terms of this Article.
- 5.9.1** 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.
- 5.9.2** 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.
- 12.3** 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.
- 12.4** DECLARANT PROTECTION. During the Development Period, no amendment of these Bylaws may affect Declarant's rights herein without Declarant's written and acknowledged consent.

Article 13

General Provisions

- 13.1** DRAFTER'S INTENT. These Bylaws are to be construed liberally to give effect to the drafter's intent of favorable and preferential treatment of the Owners.
- 13.2** 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 remain 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.
- 13.3** 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.
- 13.4** 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 July 1 and ends June 30 of each year.
- 13.5** 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.

Certification & Acknowledgement

I certify that the foregoing Bylaws of Eagle's Landing Subdivision Homeowners Association, Inc., were adopted for the benefit of the Association by the sitting Board of Directors of Eagle's Landing Subdivision Homeowners Association, Inc., by a vote of the Owners of _____ for adoption, _____ against adoption of these amended Bylaws.

Signed this _____ day of _____, _____.

, President

, Vice-President

, Secretary

Eagles Landing Lot Phase Diagram

Phase I		Phase II		Phase III	
1	41	81	121	161	201
2	42	82	122	162	202
3	43	83	123	163	203
4	44	84	124	164	204
5	45	85	125	165	205
6	46	86	126	166	206
7	47	87	127	167	207
8	48	88	128	168	208
9	49	89	129	169	209
10	50	90	130	170	210
11	51	91	131	171	211
12	52	92	132	172	212
13	53	93	133	173	213
14	54	94	134	174	214
15	55	95	135	175	215
16	56	96	136	176	216
17	57	97	137	177	217
18	58	98	138	178	218
19	59	99	139	179	219
20	60	100	140	180	220
21	61	101	141	181	221
22	62	102	142	182	222
23	63	103	143	183	223
24	64	104	144	184	224
25	65	105	145	185	225
26	66	106	146	186	226
27	67	107	147	187	227
28	68	108	148	188	228
29	69	109	149	189	229
30	70	110	150	190	230
31	71	111	151	191	231
32	72	112	152	192	232
33	73	113	153	193	233
34	74	114	154	194	234
35	75	115	155	195	235
36	76	116	156	196	
37	77	117	157	197	
38	78	118	158	198	
39	79	119	159	199	
40	80	120	160	200	