

**By-Laws  
of  
Dawson Bluff Townhomes Homeowners Association, Inc.,  
A Non-Profit Corporation**

**Article I  
Association Membership and Operation**

**Section 1. Definitions.** Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated April 27, 2012 and recorded on May 4, 2012 with the office of the Clerk of Court and Recorder of Mortgages at Original 622, Bundle 12407, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated January 12, 2015 and recorded January 13, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 730, Bundle 12628, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated and recorded November 18, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696, and as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated July 17, 2017 and recorded July 18, 2017 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 083, Bundle 12827, as further amended by that certain Fourth Amendment to Master Declaration dated November \_\_, 2021 and recorded November \_\_, 2021 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original \_\_, Bundle \_\_\_\_ (the “**Master Declaration**”) or the Supplemental Declaration of Covenants, Conditions and Restrictions of the Grove (Dawson Bluff) dated November \_\_, 2021 and recorded November \_\_, 2021 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original \_\_, Bundle \_\_\_\_ (the “**Supplemental Declaration**”), as applicable.

**Section 2. Sub-Association Membership.** Membership in the Dawson Bluff Townhomes Homeowners Association, Inc. (the “**Dawson Bluff Sub-Association**”) shall be as described in the Supplemental Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Dawson Bluff Lot. If the ownership of a Dawson Bluff Lot is transferred or otherwise conveyed, the membership in the Dawson Bluff Sub-Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner’s membership in the Dawson Bluff Sub-Association. The voting rights of every Dawson Bluff Owner shall be allocated based on the Voting Power, as

provided in the Master Declaration and the Supplemental Declaration, as applicable. When more than one Person holds an interest in any Dawson Bluff Lot, the vote for such Dawson Bluff Lot shall be exercised as those Owners of such Dawson Bluff Lot themselves determine and as they advise the Secretary of the Dawson Bluff Sub-Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Dawson Bluff Lot shall be suspended in the event more than one Person seeks to exercise it. Other rights and privileges of membership, including the right to hold an office in the Dawson Bluff Sub-Association, may be exercised by a member of the Dawson Bluff Sub-Association or a Member's spouse. If the member is an entity, an authorized representative of that entity shall have the right to hold an office in the Dawson Bluff Sub-Association.

**Section 3. Membership.** Any action which may be taken at a meeting of the Members of the Dawson Bluff Sub-Association (the "**Members**") may be taken by written consent signed by the number of Members having Voting Power required to approve the particular question, which consent shall be certified by the Secretary and filed with the Secretary of the Dawson Bluff Sub-Association unless otherwise specified in the Master Declaration or the Supplemental Declaration.

**Section 4. Purpose of the Sub-Association.** The Dawson Bluff Sub-Association shall be formed to provide for the maintenance, control and preservation of the development and to promote the health, safety and welfare of the Dawson Bluff Owners.

**Section 5. Voting Rights of Members.** The Voting Power by which each Member shall have the right to cast votes for the election of the directors to the Dawson Bluff Sub-Association and for other matters affecting the Dawson Bluff Sub-Association as set out in the Master Declaration and the Supplemental Declaration, as applicable.

## **Article II**

### **Board of Directors**

**Section 1. Composition.** The affairs of the Dawson Bluff Sub-Association shall be governed by a Board of Directors consisting of 3 directors who, after the expiration of the Appointment Period, shall be elected by the Class C Members. Except to the extent otherwise required by the provisions of Louisiana Corporation Law, the powers outlined herein or otherwise granted to the Dawson Bluff Sub-Association may be exercised by the Board of Directors of the Dawson Bluff Sub-Association, acting through the officers of the Dawson Bluff Sub-Association, without any further consent or action on the part of the Members. The Declarant shall have the right to appoint or remove the three (3) members of the Board of Directors of the Association or any officer or officers of the Association during the "Appointment Period" as defined in the Master Declaration. The Declarant shall also have the right to appoint or remove the Class C representative of the Master Association. Each Owner, by acceptance of a deed to or other conveyance of a Dawson Bluff Lot, vests in Declarant such authority to appoint and remove such three (3) directors and any officers of the Sub-Association as provided by this paragraph and by the Master Declaration. After the expiration of the

Appointment Period, the election of the Class C representative to the Master Association shall be in accordance with the provisions of the Master Declaration.

**Section 2. Election of Board of Directors.** The directors of the Sub-Association shall be elected as necessary by the Class C Members according to their Voting Power at the Dawson Bluff Sub-Association's annual meeting. The three (3) candidates receiving the highest number of votes from the Class C Members shall be elected as the directors of the Sub-Association, even if the candidate does not receive a majority of the votes. Each director of the Sub-Association shall be elected for a three (3) year term.

**Section 3. Powers and Duties.** The Board of Directors of the Dawson Bluff Sub-Association shall have the powers and duties necessary for the administration of the affairs of the Dawson Bluff Sub-Association, except such powers and duties as by law or by the Master Declaration or any supplements or amendments thereto, or the Articles of Incorporation of the Association, or by these By-Laws may not be delegated to the Board of Directors of the Dawson Bluff Sub-Association by the Members.

**Section 4. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or any supplements or amendments thereto, or the Articles of Incorporation of the Association, or by these By-Laws may not be delegated to the Board of Directors by the Members. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Dawson Bluff Sub-Association Property;
- (b) Determination of the amounts of funds required for operation, maintenance, and other affairs of the Dawson Bluff Sub-Association;
- (c) Collection of the Assessments and common charges;
- (d) Employment and dismissal of the personnel, as necessary, for the efficient maintenance and operation of the Association;
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation of the Association;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Obtaining insurance for the Dawson Bluff Sub-Association Property, pursuant to the provisions of the Supplemental Declaration and these By-Laws;

(h) Making of repairs, additions, and improvements to, or alterations of, the Dawson Bluff Sub-Association Property, in accordance with the provisions of the Master Declaration and the Supplemental Declaration;

(i) Entering into agreements to provide for the construction and maintenance of utilities and drainage facilities; and

(j) Appointment and dismissal of members of the Design Review Board which shall be governed by the Supplemental Declaration.

**Section 5. Regular Meetings.** Regular meetings of the Board of Directors of the Dawson Bluff Sub-Association may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors of the Dawson Bluff Sub-Association, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors of the Dawson Bluff Sub-Association shall be given to each director, by mail, hand delivery, facsimile, or e-mail, at least three (3) business days prior to the day of such meeting.

**Section 6. Special Meetings.** Special meetings of the Board of Directors of the Dawson Bluff Sub-Association may be called by a majority of the members of the Board of Directors of the Dawson Bluff Sub-Association on three (3) business days notice to each director, given by mail, facsimile or e-mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors of the Dawson Bluff Sub-Association may be called by the President or Secretary in like manner.

**Section 7. Waiver of Notice.** Any director may, at any time, waive notice of any meeting of the Board of Directors of the Dawson Bluff Sub-Association in writing, and such waiver shall be deemed equivalent to giving of such notice.

**Section 8. Quorum of Board of Directors.** If half of the total number of directors are represented at a meeting of the Board of Directors of the Dawson Bluff Sub-Association, a quorum shall be considered to be present. A majority vote of the directors represented at a meeting at which a quorum is present shall constitute the decision of the Board of Directors of the Dawson Bluff Sub-Association. If at any meeting of the Board of Directors of the Dawson Bluff Sub-Association there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific future time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Unless the Master Declaration, Articles of Incorporation of the Association, or Supplemental Declaration otherwise provides, at a meeting of the Members, the following requirements apply:

(a) Unless a greater number or fraction of the votes in the Dawson Bluff Sub-Association is required by these Bylaws or the Master Declaration, a

majority of the votes cast determines the outcome of any action of the Dawson Bluff Sub-Association.

(b) A Member may vote by absentee ballot without being present at the meeting. The Dawson Bluff Sub-Association shall promptly deliver an absentee ballot to a Member upon request made at least three (3) days before the scheduled meeting. Votes cast by absentee ballot and received by the Secretary prior to such meeting shall be included in the tally of a vote taken at that meeting, and shall count towards the quorum requirements of the meeting.

(c) A Member may vote by proxy in accordance with the following:

(i) A Member may appoint a proxy to vote or otherwise act for the Member by signing a written appointment, or by an electronic transmission. An electronic transmission shall contain or be accompanied by information from which one can determine that the Member authorized the transmission.

(ii) An appointment of a proxy is effective when a signed written appointment or an electronic transmission of the appointment is received by the Secretary. A proxy is valid only for the meeting at which it is cast and any recessed session of that meeting.

(iii) An appointment of a proxy is revocable prior to the meeting.

(iv) The revocation of a proxy appointment, the death of the Member, or the appointment of a curator for the Member appointing a proxy does not affect the right of the Dawson Bluff Sub-Association to accept the proxy's authority unless notice of the revocation, death, or appointment of a curator is received by the Secretary before the proxy exercises authority under the appointment.

**Section 9. Fidelity Bonds.** The Board of Directors of the Dawson Bluff Sub-Association may obtain adequate fidelity bonds for such officers and employees of the Dawson Bluff Sub-Association handling or responsible for Dawson Bluff Sub-Association funds. The premiums on such bonds shall constitute a Common Assessment.

**Section 10. Informal Action.** Any action which may be taken at a meeting of the Board of Directors of the Dawson Bluff Sub-Association may be taken by written consent signed by all of the directors and filed with the Secretary of the Dawson Bluff Sub-Association.

### **Article III Officers**

**Section 1. Designation.** The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may elect such other officers as in its judgment may be necessary.

**Section 2. Election of Officers.** Subject to the rights of the Declarant to appoint or remove officers, officers shall be elected annually by the Board of Directors. In the event of the death, resignation, or disability of an officer, his successor may be elected at any regular meeting of the Board of Directors called for such purpose.

**Section 3. Removal of Officers.** Any officer may be removed by a vote of the majority of the Board of Directors, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board of Directors.

**Section 4. President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board of Directors.

**Section 5. Vice-President.** The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint one member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be assigned to him by the Board of Directors or by the President.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Owners of Units and of the Board of Directors. He shall be in charge of such books and papers as the Board of Directors may direct, shall give notice in conformity with these By-Laws of any and all meetings, and shall also perform all other duties assigned to him by the Board of Directors.

**Section 7. Treasurer.** The Treasurer shall have the responsibility for Dawson Bluff Sub-Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account and for the preparation of all required financial statements, including an itemized record of all receipts and expenditures, as well as a separate account for each Unit which shall indicate the name and address of the Owner, the amount of each Assessment for expenses against such Unit, the date when due, the amount paid thereon, and the balance remaining unpaid. He shall be responsible for the deposit of all moneys and

other valuable effects in the name of the Dawson Bluff Sub-Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all other duties assigned to him by the Board of Directors.

**Section 8. Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Dawson Bluff Sub-Association shall be executed by any two officers of the Dawson Bluff Sub-Association or by such other person or persons as may be designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer shall receive any compensation from the Dawson Bluff Sub-Association for acting as such.

#### **Article IV Assessments**

**Section 1. Assessments.** It shall be the duty of the Board of Directors to determine and levy Assessments as described in the Supplemental Declaration or any amendment or supplement thereto.

#### **Article V Records**

**Section 1. Records.** The Board of Directors of the Dawson Bluff Sub-Association shall keep detailed records of the actions of the Board of Directors of the Dawson Bluff Sub-Association, minutes of the meetings of the Board of Directors of the Dawson Bluff Sub-Association, minutes of the meetings of the Members, and financial records and books of account of the Dawson Bluff Sub-Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Owner, the amount of Assessments and expenditures, date when due, the amounts paid thereof, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Dawson Bluff Sub-Association shall be rendered by the Board of Directors of the Dawson Bluff Sub-Association to all Members, and to all Mortgagees of Dawson Bluff Lot who have requested such annual report, promptly after the end of each fiscal year.

#### **Article VI Miscellaneous**

**Section 1. Notices.** All notices to the Board of Directors of the Dawson Bluff Sub-Association or the Dawson Bluff Sub-Association shall be sent by registered or certified mail to such address as the Board of Directors of the Dawson Bluff Sub-Association may hereafter designate from time to time or hand-delivery. All notices to any Owner shall be sent by

registered or certified mail to such address as shall be designated by him in writing to the Board of Directors of the Dawson Bluff Sub-Association or hand-delivery. All notices to Mortgagees of Dawson Bluff Lot shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing to the Board of Directors of the Dawson Bluff Sub-Association.

**Section 2. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

**Section 3. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provisions thereof.

**Section 4. Gender.** All provisions herein include the male, female, and neuter genders and include the singular and plural numbers as the case may be.

**Section 5. Waiver.** No restrictions, conditions, obligations, or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches thereof which may occur.

**Section 6. Indemnification.** The Dawson Bluff Sub-Association shall indemnify its directors and officers to the full extent permitted by La. R.S. 12:227.

## **Article VII Amendments to By-Laws**

**Section 1. Amendment to By-Laws.** These By-Laws may only be modified or amended by the majority vote of the Board of Directors of the Association at a meeting called for such purposes.

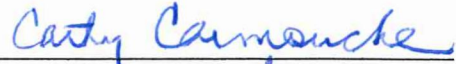
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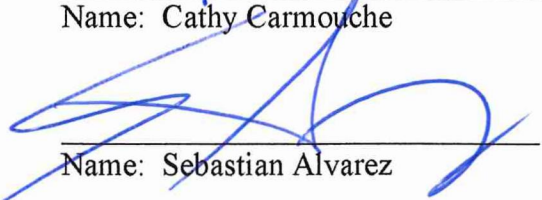
These By-Laws are unanimously adopted by the Board of Directors of the Association by this unanimous written consent of the Board of Directors of the Association in lieu of a meeting on the \_\_\_\_ day of December, 2021.



Name: Richard M. Carmouche



Name: Cathy Carmouche



Name: Sebastian Alvarez