

**BYLAWS OF THE  
THE LANDINGS HOMEOWNERS' ASSOCIATION**

**ADOPTED APRIL, 2008**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is The Landings Homeowners' Association, hereinafter referred to as the "LHOA." Meetings of the members and Directors may be held within the State of Louisiana, Parish of St. Tammany as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1. "LHOA"** shall mean and refer to The Landings Homeowners' Association, a Louisiana non-profit corporation, its successors and assigns.

**Section 2. "Lot"** shall mean and refer to any plot of land shown upon any recorded map of the properties within The Landings of Cross Gates Subdivision.

**Section 3. "Owner"** shall mean and refer to the record owner, whether one or more entities, of the fee simple title to any lot which is part of the properties subject to an assessment by the LHOA. Including contract sellers, but excluding those having such interest merely as security for the performance of any obligation including those who have been granted an interest via an installment contract or bond for deed.

**Section 4. "Member"** shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 5. "Notice"** shall mean written notification delivered by certified United States Postal Service mail, either first class or certified.

**Section 6. "Assessments"** shall mean annual dues as determined by the Board of Directors and as outlined in the Restrictions and Articles of Incorporation.

**ARTICLE III  
MEETINGS OF MEMBERS**

**Section 1. Annual Meetings**

An Annual Meeting shall be held each year in January on a date and at a place designated by the Board of Directors. The Board shall also call for general meetings throughout the year as they deem necessary.

**Section 2. Special Meetings**

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Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of one fourth (1/4) of the members who are entitled to vote. Notification of these meetings shall be made, in the manner decided upon by the Board of Directors, to all members of the LHOA with the date, time, location and reason(s) for the special meeting contained in the notice.

**Section 3. Notice of Meetings**

Notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person(s) authorized to call the meeting. Said notice shall be made available in one or more, but not limited to the following form(s) to include: the information kiosks located at the two (2) exits to the subdivision, the LHOA newsletter and/or the LHOA website. Other methods of posting notice of meetings shall be determined by the Board of Directors. Notice shall be given at least ten (10) days but not more than fifty (50) days before such meeting.

**Section 4. Cancellation**

An annual or special meeting, once called, can only be canceled by the President in cases of inclement weather, safety, natural or man made disasters, or upon the unanimous vote of the Board of Directors.

**Section 5. Fixing Record Date** Record date for the purpose of determining voting rights is January 1 for the annual meeting and the day prior to notice of all other meetings.

**Section 6. Proxies**

Proxy voting shall not be allowed.

**Section 7. Rules of Order**

The President of the board of directors shall preside at meetings of members, shall call for all votes, and shall be the judge of all points of order. His decision on points of order shall be final.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**Section 1. Board of Directors**

The affairs of the LHOA shall be managed by a board of nine (9) directors.

**Section 2. Terms of Office**

Directors shall be elected for a term of one year.

**Section 3. Nomination**

The manner of nomination of candidates for the Board of Directors may include one or more of the following:

- A. The Board of Directors may appoint from among the members a Nominating Committee, which shall nominate one or more candidates for the position or positions to be filled in the election. The Nominating Committee shall provide the Board the names of the persons being nominated not less than twenty days prior to the date of the election. At that time those names shall appear on the ballot.
- B. Any member eligible to be a candidate may secure a place on the ballot by written nomination to the Board. This shall be provided not more than sixty days and nor less than twenty days prior to the election to insure the name appears on the ballot.
- C. Additional names may be placed in nomination from the floor by the members at the Annual meeting prior to voting.

**Section 4. Election**

Election to the Board of Directors shall be held at the Annual meeting in January of each year. The voting shall be conducted by secret ballot. Directors shall be elected by majority vote. Should a vote result in a tie, a run-off of the top two (2) candidates will take place immediately.

**Section 5. Removal**

Any director may be removed from the Board by a majority vote of the members of the LHOA present at a special meeting called for that purpose. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 6. Resignation**

Any director or officer of the board intending to resign from the board must give written notice of his intention to the Secretary of the board.

**Section 7. Compensation**

No Director shall receive compensation for services performed during the time they serve on the board; however, any director may be reimbursed for his actual expense incurred in the performance of his duties, as approved by the Board of Directors. No director shall vote on any issue in which he or a member of his immediate family has a pecuniary interest.

**ARTICLE V**  
**MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings**

Regular meetings of the Board of Directors shall be held monthly without notice, at such place, day and hour as may be fixed by the members of the Board of Directors.

**Section 2. Special Meetings**

Special meetings of the Board of Directors shall be held when called by the President of the LHOA or by any Director with no less than three (3) days notice to each Director.

**Section 3. Quorum**

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which quorum is present shall be regarded as an act of the Board and shall be noted in the minutes of the meeting.

**Section 4. Action Without a Meeting**

Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken is signed by all of the members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 5. Rules of Order**

The President of the Board shall preside at Board meetings, shall call for all votes, and shall be the judge of all points of order. His decision on points of order shall be final, unless two members of the Board appeal his decision to the Board; in that event, a majority of the members present shall decide the question. In the absence of the President, the Vice-President shall preside. All resolutions entered in the minutes without special statements of the yeas and nays shall be considered passed by the unanimous vote of the Directors present at the meeting.

Any member who votes against a motion shall have the right to request the Secretary to enter his name on the minutes as voting against the motion.

## **ARTICLE VI** **POWERS AND DUTIES OF THE ASSOCIATION**

### **Section 1. Powers**

The Association, by and through its Board of Directors shall have the following rights and powers:

- (a) Suspend a member's rights to vote and use any of the facilities or services provided by the LHOA during any period in which such member shall:
  - a. Remain in default in the payment of any assessment or charge levied by the LHOA.
- (b) Place a lien upon the property of any owner who has not paid the annual assessment and file an appropriate suit to enforce that lien.
- (c) Exercise for the LHOA all powers, duties and authority vested in or delegated to the LHOA and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the various restrictions filed in the official records of St. Tammany Parish and applicable to The Landings of Cross Gates Subdivision.
- (d) Declare the office or position of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (e) Employ a manager, an independent contractor, or other such employees as it deems necessary and to prescribe their duties and terms of employment.
- (f) To exercise such other rights and powers granted to it under the Declaration, Articles of Incorporation, and these Bylaws.

### **Section 2. Duties**

It is the duty of the association by and through its board of directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to all members at annual meetings of members, or at a special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- (b) Supervise all officers, agents, and employees of the LHOA to see that their duties are being properly performed.
- (c) Fix the amount of the annual assessment against properties subject to the jurisdiction of the LHOA and take such actions as it deems necessary to collect such assessments and to enforce the liens given to secure payment thereof.
- (d) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the assessment period.
- (e) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge as established by the Board may be made for the issuance of these certificates. If a certificate states that an assessment has been paid, such evidence shall be conclusive evidence of such payment.
- (f) Procure and maintain such liability and hazard insurance as it may deem appropriate on all such property or facilities owned or leased by the LHOA.
- (g) Cause any officers or employees having fiscal responsibilities to be bonded.

## **ARTICLE VII** **OFFICERS AND THEIR DUTIES**

### **Section 1. Enumeration of Officers**

The Officers of the LHOA will be a President, a Vice-President, a Secretary and a Treasurer who shall at all times be members of the Board of Directors.

**Section 2. Election of Officers**

The Board of Directors shall elect its own officers at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term**

Each Officer's term shall be for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve, or is filling an unexpired term of office. The President shall serve no more than two (2) consecutive terms except that if no other board member shall accept the position of President then the President may continue in office

**Section 4. Special Appointments**

The Board may elect such other officers as the affairs of the LHOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

**Section 5. Authority to Sign Checks**

All purchase orders and all checks must be signed by one officer of the LHOA and one other board member, neither of whom may be a recipient of the money authorized.

**Section 6. Resignation and Removal**

Any officer may be removed from office with or without cause by a majority vote of all board members. The decision of the board shall be final. Removal from such office shall not constitute removal from the Board of Directors.

**Section 7. Vacancies**

A vacancy in any office may be filled by appointment by the board. Election of an officer to fill a vacancy must be at a regular meeting of the board or at a special meeting of the board called for that specific purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 8. Multiple Offices**

No person shall hold multiple Director Offices of the LHOA.

**Section 9. Duties**

The duties of the Officers of the association are as follows:

- (a) The **President** shall preside at all general and special meetings and at the meetings of the Board of Directors of the LHOA. He shall see that all orders and resolutions of the board are carried out.
- (b) The **Vice-President** shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, or in the event of resignation or removal until a new President is appointed by the board. The Vice-President shall be responsible for reviewing and overseeing the collection of delinquent assessments. He shall act upon, exercise and discharge such other duties as may be required by the President
- (c) The **Secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, serve notices of meetings of the board and of the members, maintain an up to date list of current resolutions that shall be made available at the Annual Meeting of the members, maintain a list of standing committees and the members thereof, and shall perform such other duties as required by the board.
- (d) The **Treasurer** shall receive and deposit in appropriate bank accounts all monies of the LHOA and shall disburse funds only in such a manner as directed and authorized by the Board of Directors, keep accurate books and records of the financial affairs of the LHOA, ensure they are open for inspection on a reasonable basis and perform such other duties

relating to fiscal matters as the board may direct, keep appropriate current records showing the members of the LHOA and their addresses, shall sign all promissory notes of the LHOA, shall notify each member of monies owed.

## **ARTICLE VIII** **COMMITTEES**

### **Section 1. Standing Committees**

The President shall appoint Standing Committees as defined by the Board of Directors.

### **Section 2. Special Committees**

The President may appoint Special Committees.

## **ARTICLE IX** **BOOKS AND RECORDS**

The books, records, and papers of the LHOA shall at all times on a reasonable basis be subject to inspection by any member. For purposes of this Article and Section 9D of Article VII, reasonable basis will be defined as by appointment with the officer concerned as soon as possible but not later than two (2) weeks after a written request to the Board of Directors for appointment.

## **ARTICLE X** **GRIEVANCES AND ENFORCEMENT**

Members shall submit grievances to the Board of Directors in the following manner:

### **Section 1. Grievance Filing Policy**

The issuing of, receipt of and response by the Board of Directors shall be as following:

1. The member citing a grievance shall in writing or by e-mail contact a Director with the specifics regarding the grievance and must include the members name, address, phone number and e-mail address (if filing by written notice).
2. The Board will acknowledge receipt of the grievance within five (5) days and that a determination will be forthcoming. The member will be contacted by the best means available.
3. The Board will review the grievance and determine if a violation of the Articles of Incorporation, Restrictions and/or Bylaws has occurred.
4. If a violation **HAS** occurred: The violator will receive a Violation Notification Letter advising him that a grievance was filed. The date, name, address and contents of the grievance will be included in the letter along with Board's findings. The member filing the grievance will also receive a copy.
5. If a violation **HAS NOT** occurred: The Board will contact the member citing the grievance with the Board's findings.

### **Section 2. Appeal Process**

Any member receiving a Violation Notification Letter who believes no violation occurred may submit a written explanation to the Board. The member will be given an opportunity for a hearing, or a meeting with the Board and no enforcement fee will be imposed until after the hearing.

### **Section 3. Resolution of Violation**

Upon receipt of the Violation Notification Letter the member in violation has ten (10) days to contact the Board and issue his resolution of the violation. If the violation is not resolved within ten (10) days (or the time period allowed by notice form the Board, if longer) –or– repeated a second time within 90 days a fine will be levied against the member in accordance with the Schedule of Fines (see Appendix A of The Bylaws of The Landings Homeowners' Association) until the violation is resolved.

**ARTICLE XI**  
**ASSESSMENTS AND FEES**

As more fully described in the Articles of Incorporation, each member is obligated to pay the LHOA annual and special assessments.

**Section 1. Billing**

Quarterly assessment dues shall be billed thirty (30) days prior to the beginning of each quarter.

**Section 2. Due Date**

Assessments shall be due and payable on or before the 10<sup>th</sup> of the first month of the billing quarter. The due date shall be clearly stated on the bill. Assessments not paid in full by the corresponding due date shall be deemed delinquent.

**Section 3. Delinquent Payment Policy**

Members or owners more than thirty (30) days past due in remitting assessments, the LHOA shall initiate the collection process as specified in the procedure below. The expenses incurred by the LHOA for collection shall be the responsibility of the delinquent member or owner.

- (a) **Past Due Payments:** Payments not received within thirty (30) days of the due date are considered past due. When payments become past due, the Treasurer will mail a notice to the member a reminder letter containing a request for payment, a reminder of the members' right to request an extension, and the potential for a notice of lien.
- (b) **Notification of Lien:** If past due payments are not received within fifty (50) days after the due date, LHOA will mail a notice to the member via certified USPS mail stating that if the member has not paid or filed for an extension with LHOA within ten (10) additional days, LHOA plans to file a lien against that members property.
- (c) **Filing of Lien:** If LHOA does not receive payment, or grant an extension, within ten (10) days after notification of lien, a lien against the real property will be filed. The lien shall be filed with the Clerk of Court for St. Tammany Parish for the amount of all outstanding assessments to include, but not limited to: service charges, fees, expenses (legal, financial and/or otherwise), costs of filing, interest and remuneration to the filer for such action. All costs and fees are the responsibility of the delinquent member. Upon filing the lien, a copy shall be sent to the member via certified mail, one copy shall be given to the Treasurer and one copy shall be given to the Secretary for record keeping purposes.
- (d) **Extensions:** A member may request by certified mail a one-time extension to pay the delinquent amount by the beginning of the next quarter. This request for extension must be received by LHOA within thirty (30) days of the payment due date. Requests for extension must be accompanied by an explanation of the reason for the request. Within ten (10) days of receiving a request for extension, the LHOA board will notify the member whether the request has been granted. The board will grant the extension at its discretion.
- (e) **Extension Cancellation:** Extension cancellation may be necessary in order to clear liens prior to potential change of ownership. If at any time a property with an active extension is advertised for sale, or the deed is transferred, the extension is immediately cancelled and all amounts in arrears are due in full. Only certified funds or money orders will be accepted. If any funds are due at a property closing, it is the responsibility of the seller/owner to instruct the title company to remit those funds to LHOA directly.
- (f) **Collections:** Should any lien and associated costs exceed one quarter of annual assessments, the board shall designate the filing of appropriate collection procedures. The owner will be notified via certified mail that they have ten (10) days to clear the lien(s) to avoid pending and additional costs of a judgment filing, collection costs, attorney fees, and/or court costs.

- (g) **Late Fees:** Delinquent payments will accrue interest penalties at the rate of ten percent (10%) per annum, beginning thirty (30) days after the payment due date.
- (h) **Insufficient Funds Penalty:** Owners whose payments are returned to LHOA for insufficient funds will be assessed a penalty to cover bank service costs and any other associated fees.

#### **Section 4. Applying of Funds**

Any funds remitted during the process of collecting any past due amounts are first applied to the interest, fees, professional remunerations and then to the LHOA assessments, in that order. Upon payment in full of all past due assessments, and associated costs to LHOA, via certified funds or money order only, LHOA shall remove any applicable liens, or stop court action by filing an appropriate lien removal documentation with the Clerk of Court for St. Tammany Parish.

#### **Section 5. Additional Fees**

The following, if applicable shall be added to the account of each delinquent member:

- a. Interest
- b. Lien filing and cancellation fees as established by the Clerk of Court for St. Tammany Parish.
- c. Court costs.
- d. Reasonable attorney's fees.
- e. Collection agency fees.
- f. A fee for a check or bank draft that is returned for any reason.

#### **Section 6. Assessment Obligation**

No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the LHOA or by abandonment of his lot.

## **ARTICLE XII** **MISCELLANEOUS**

#### **Section 1. Amendments**

The Bylaws may be amended at a regular or special meeting of the members by a two-thirds (2/3) vote.

#### **Section 2. Conflict**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Restrictions and these Bylaws, the Declaration shall control.

#### **Section 3. Fiscal Year**

The fiscal year of the LHOA shall begin on the first day in January and end on the last day of December.

#### **Section 4. Equal Opportunity**

Any use in these bylaws of the words "he", "him", "his", or other words relating to the masculine gender shall not be construed as discrimination towards either sex. These words shall refer indiscriminately to persons of either gender. All members and employees of the LHOA are to be treated equally irrespective of race, creed, color, sex, sexual orientation, or national origin. Any allegations of discrimination or harassment against any member or employee on the basis of race, creed, color, sex, sexual orientation, or national origin shall be investigated by the Board of Directors.

#### **Section 5. Copies of Bylaws**

A copy of these Bylaws shall be available to each member of the LHOA. The Secretary shall have a copy present at all meetings and shall hold in his possession any extra copies.



**Amendment A**

**Adopted this 13<sup>th</sup> day of November, 2008 – requires a 2/3 vote of the members who are present**

**This shall be an amendment of The Landings of Cross Gates Restrictions.**

**Members or owners of buildings or structures on their lot with a non-permanent foundation shall be required to adhere to the St. Tammany Parish Ordinance for setback of structures from interior property lines. The St. Tammany Parish Ordinance allows for a 5 foot setback. From this date forward The Landings shall adhere to the same setback.**

Appendix A

## SCHEDULE OF FINES

1. The Board of Directors is authorized to enforce timely assessment payments from owners, for lack of compliance with rules and regulations and other policies enacted in accordance with the Articles of Incorporation and the Restrictions by assessing monetary penalties against members who are in violation.
2. Fines for specific violations are:

## SCHEDULE OF FINES

RESTRICTION ITEM	INITIAL FINE	ADDITIONAL CHARGE	LATE CHARGES*
<u>Nuisances (9)</u>	\$25.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<u>Temporary Structures (10)**</u>	\$100.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<u>Signs (11)</u>	\$25.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<u>Fences (17)</u>	\$100.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<u>Parking (18)</u>	\$150.00 for each occurrence	\$150.00 per week until rectified	Collection Policy
<u>Architectural (24)</u>	\$200.00 for each occurrence	\$15.00 a day until rectified	Collection Policy

The above list of violations are listed by number, in parentheses corresponding to the number listed in the original *Act of Amendment to Restrictions of The Landing, Phase 1* dated August 12, 1999.

Please refer to this document for further explanation of each restriction.

\* Late Charges shall be determined by the Collection Policy, defined in The Bylaws, Article XI, Section 3, sub-section (f).

\*\* Pursuant to Louisiana Civil Code, Article 781. All current members/owners with temporary structures on their lot shall be grandfathered, as of the adopted date of these by-laws.

(Art. 781. - Termination; Liberative Prescription

No action for injunction or for damages on account of the violation of a building restriction may be brought after two years from the commencement of a noticeable violation. After the lapse of this period, the immovable on which the violation occurred is freed of the restriction that has been violated.)

**Appendix A****SCHEDULE OF FINES**

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2. Fines for specific violations are:

**SCHEDULE OF FINES**

<b><u>Nuisances</u> (9)</b>	\$50.00 for each occurrence	N/A	Collection Policy
<b><u>Temporary Structures</u> (10)**</b>	\$100.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<b><u>Signs</u> (11)</b>	\$25.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<b><u>Fences</u> (17)</b>	\$100.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<b><u>Parking</u> (18)</b>	\$60.00 for each occurrence	\$15.00 a day until rectified	Collection Policy
<b><u>Architectural</u> (24)</b>	\$200.00 for each occurrence	\$15.00 a day until rectified	Collection Policy

The above list of violations are listed by number, in parentheses corresponding to the number listed in the original *Act of Amendment to Restrictions of The Landing, Phase I* dated August 12, 1999. Please refer to this document for further explanation of each restriction.

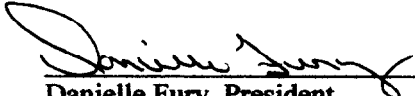
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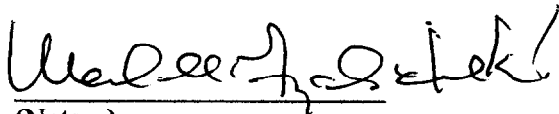
(Art. 781. – Termination; Liberative Prescription

No action for injunction or for damages on account of the violation of a building restriction may be brought after two years from the commencement of a noticeable violation. After the lapse of this period, the immovable on which the violation occurred is freed of the restriction that has been violated.)

IN WITNESS WHEREOF, We, being Directors of The Landings Homeowners Association, have in duplicate original hereunto set our hands this 16 day of March, 2009 at Slidell, Louisiana and declare that these amended Bylaws shall hold force from this date until and unless further amended.

  
Danielle Fury, President

  
Karen Stokes, Secretary

  
(Notary)

Wendall Gonzales Hilker, Notary Public #49261  
My commission expires with my life

