

BY-LAWS OF
THE TOWNHOMES OF PARK OAKS HOMEOWNER'S ASSOCIATION, INC.

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THE TOWNHOMES OF PARK OAKS HOMEOWNER'S ASSOCIATION, INC.

BY-LAWS

ARTICLE 1

ASSOCIATION MEMBERSHIP AND OPERATION

1.001 Definitions. The definitions contained in Article I of the Declaration of Protective Covenants, Conditions and Restrictions of the Townhomes of Park Oaks, hereinafter referred to as "the Declaration," apply to these By-Laws.

1.002 Association Membership. The property described in Exhibit "A" attached and made a part of the Declaration, hereinafter called "the Submitted Property", located at Baton Rouge, Louisiana has been submitted to a Townhome regime under the applicable provisions of Louisiana law, and by the Declaration recorded or to be recorded in the office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana. Each Lot Owner shall be a Member of the Association. Membership is appurtenant to and shall not be separated from Lot or Townhome ownership. The membership of each Lot Owner shall terminate when he ceases to be an Owner. Upon the sale, transfer or other disposition of his ownership interest in the Submitted Property, his membership in the Association shall be transferred to the new Owner in accordance with the provisions of the Articles of Incorporation, hereinafter referred to as "the Articles", the Declaration and these By-Laws.

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

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

1.005 Office. The office of the Association and of the Board of Directors shall be located at 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, until changed by the Board of Directors.

ARTICLE 2

THE ASSOCIATION

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

2.002 Annual Meetings. The annual meeting of the Association shall be held on the first Monday of January, beginning in 1997, unless such date shall occur on a holiday, in which event the meeting shall be held on the next succeeding business day. At such meetings, the Board of Directors shall be elected by a vote of the Members for staggered terms in accordance with Section 3.002. The Members may transact such other business at such meetings as may properly be done before the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or Louisiana law.

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

2.004 Regular Meetings. Regular meetings of the Association may be held at such time as shall be determined by the Declarant through December 31, 1997, and thereafter, by the Board of Directors. At least one (1) such meeting shall be held during each Association fiscal year. Notice of regular meetings of the Association shall be given to each Member of the Association in accordance with the provisions of Article 9 herein, not less than fifteen (15) days nor more than forty-five (45) days prior to the day designated for such meeting.

2.005 Special Meetings. Special meetings of the Association may be called by the Declarant, the President, or by a majority of the Board of Directors, or by at least forty (40%) percent of the Members. Notice of special meetings of the Association shall be given to each Member of the Association in accordance with the provisions of Article 9 herein, not less than fifteen (15) days nor more than forty-five (45) days prior to the day designated for such meeting. Such notice shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

2.006 Quorum. The presence in person or by written proxy of Members entitled to cast twenty-six (26%) percent of all the votes shall constitute a quorum at all meetings of the Association. 19.7%

2.007 Adjournment of Meetings. If any meeting of the Association cannot be held for lack of a quorum (votes by persons representing twenty-six (26%) percent of the Members, whether present in person or by written proxy), those Members present may adjourn the meeting to a time not less than sixty (60) days from the time the original meeting was called. At any such adjourned meeting the Members (in person or by proxy) attending shall constitute a quorum and, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

2.008 Voting. Each Member of the Association shall be entitled to one (1) vote, provided however, that no more than one (1) vote may be cast for each Lot. When the ownership of a Lot is in more than one (1) person, the person entitled to cast the vote for such Lot shall be the person named in a certificate executed by all of the Owners of such Lot and filed with the Secretary of the Association. In the absence of such named person from the meeting, the person owning such Lot and present at the meeting shall be entitled to cast such Lot's votes. There shall be no cumulative voting.

2.009 Majority of Association Votes. As used in these By-Laws, for the purpose of voting, a "majority" of the Association shall mean more than 50% of the Members entitled to vote, in person or by written proxy and voting at any meeting of the Association at which a quorum is present. A majority of Association votes at a meeting at which a quorum is present shall be binding upon the Association (and Members) for all purposes except where a higher percentage vote is required by law, by the Articles, by the Declaration or by these By-Laws, or where the consent of a majority of the Mortgagee is required. In the circumstances in which a higher percentage is required, or the consent of the Mortgagee is required, a vote of the Members of the required percent at a duly called meeting, and written consent from the required percent of Mortgagee shall be binding upon the Association for such purposes.

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

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

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

ARTICLE 3 **BOARD OF DIRECTORS**

3.001 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Declarant shall have the sole and exclusive right to appoint the Directors of the Association through December 31, 1997. Any Director appointed by the Declarant need not be an Owner. Thereafter, the Board of Directors shall be composed of five (5) persons, all of whom shall be Owners or Mortgagees, or, in the case of partnership Owners or Mortgagees, shall be partners, employees or spouses of partners of such partnership, or in the case of corporate Owners or Mortgagees, shall be officers, shareholders or employees of such corporation, or in the case of fiduciary Owners or Mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries or in the case of limited liability company owners, members of such limited liability company. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant. Nothing herein shall prohibit the Declarant from relinquishing his right to appoint Directors prior to the time period set forth herein.

3.002 Term of Office. At the first annual meeting of the Association, three (3) Directors shall be appointed by the Declarant to the Board. Each Director shall hold office until January 31, 1997 and until his or her successor shall be elected and qualified. Thereafter, each Director elected by a majority of the Members present at a duly called meeting shall hold office for a term of one (1) year and until his or her successor shall be elected and qualified. Effective for the year beginning February 1, 1997, the Association shall have five (5) directors.

3.003 Removal of Members of Board of Directors. At any regular or special meeting of the Association, any one or more of the Directors may be removed from office with or without cause by the Declarant for as long as it has the right to appoint Directors and thereafter by a vote of two-thirds (2/3) of the Members of the Association. A successor may then and thereafter be elected to fill the vacancy thus created for the remainder of the unexpired term of the former Member whom he succeeds. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Failure to attend three (3) consecutive meetings of the Board shall be deemed to be cause for removal.

3.004 Vacancies. Except as provided in Section 3.001, vacancies occurring in the Board for any reason other than the removal of a Director pursuant to Section 3.003 shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. If such vacancies occur simultaneously, however, they shall be filled by election of the Association Members at a special meeting called in accordance with Paragraph 2.005 for that purpose. Each person so elected shall be a Director for the remainder of the unexpired term of the former Director whom he succeeds, and until his successor shall be elected and qualified.

3.005 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two (2) such meetings shall be held during each Association fiscal year. Notice of regular meetings of the Board shall be given to each Director as provided in Article 9 by the Secretary at least ten (10) business days prior to the day designated for such meeting.

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

3.007 Majority and Quorum. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting to another date. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

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

3.009 Action Without A Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action or all of the Directors consent to a meeting held by telephone conference calls. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.010 Fidelity Bonds. The Board of Directors may, but shall not be required to, obtain fidelity bonds for all officers and employees of the Association handling or responsible for Association-funds. The premiums on such bonds shall constitute a Common Expense.

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

3.012 Liability of the Board of Directors. The Directors shall not be liable to the Association or to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual, willful misconduct or bad faith. Every agreement made by the Board or by the managing agent on behalf of the Association shall provide that the Directors or the managing agent are acting solely as agents for the Association and shall have no personal liability thereunder, and that each Member's liability thereunder shall be limited to such proportion of the total liability thereunder equal to his pro rata share.

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

3.014 Common or Interested Directors. No contract or other transaction between the Association and one or more of its Directors or between this Association and any corporation, firm or association in which one or more of the Directors of this Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if either of the following circumstances exist:

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

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

3.015 Quorum. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction to which Subsection 3.014 applies.

3.016 Nomination of Directors. Individuals proposed to be elected to the Board of Directors shall be nominated at the annual meeting of Members, or if a special meeting of Members has been called for such purpose, at the special meeting.

ARTICLE 4 OFFICERS

4.001 Designation. The principal officers of the Association shall be (a) the President, (b) the Vice President, and (c) the Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be deemed necessary. One or more of the officer positions may be held by members of the Board of Directors.

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

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

4.004 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are incident to his office and incident to the office of president of a non-profit corporation organized under Louisiana law (La. R.S. 12:201 et seq.), including but not limited to the power to appoint from among the Members any committee which he determines is appropriate to assist in the conduct of the affairs of the Association.

4.005 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint one of the Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as from time to time may be delegated to him by the Board of Directors or by the President. The Vice President may be the same person as the President.

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

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

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

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

ARTICLE 5

OPERATION OF THE SUBMITTED PROPERTY

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

5.002 Determination of Common Expenses. All Monthly and Special Assessments shall be imposed and determined as set forth in Article VI of the Declaration, these By-Laws and the Association's Rules and Regulations. The Board of Directors shall from time to time, and at least annually, prepare a budget for the operation of the Association; determine the amount required to meet the Common Expenses of the Submitted Property; and allocate and assess such Common Expenses against the Owners. To the extent that the Monthly Assessments and other sums collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall be taken into account. Any surplus shall, at the sole discretion of the Board of Directors, be placed in the replacement reserve account or be credited in an equal amount to each Owner to the next installment due from the Owners under the current fiscal year's

budget, until exhausted. Any deficit may promptly be assessed equally against the Lots and shall be payable in full with the payment of the next Monthly Assessment due. The budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Areas. The Board of Directors shall advise each Owner in writing of the amount of the Monthly and Special Assessments payable by him, and shall furnish copies of each budget on which such Monthly Assessment is based to all Owners. The Board shall have the authority to authorize the filing of a lien and suit to enforce such lien should any Owner default in the payment of assessments and such other duties as set forth in Article II of the Declaration.

5.003 Insurance. The Association shall effect and maintain such insurance coverages as are required by Article VIII of the Declaration or as necessary to comply with any national lending program or to obtain government insured mortgages.

5.004 Statement of Unpaid Assessments. Upon receipt of the Lot Owner's written authorization, the Board of Directors shall promptly provide any Owner, Mortgagee, insurer, prospective Mortgagee or owner, or guarantor, who makes a request in writing, with a written statement of the unpaid Monthly Assessments and Special Assessments attributable to such Lot or Townhome and a statement showing receipts and expenditures of the Association. The Association may impose and collect reasonable charges for this service.

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

5.006 Records and Statements of Account. The Board of Directors shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Areas, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Such records and the vouchers authorizing the payments involved shall be available for examination by the Members at convenient hours during week days. The Board shall indicate the name and address of the Owner, the amount of each Monthly Assessment and Special Assessment, the date on which the Monthly Assessment and Special Assessment becomes due, amounts paid on the account, and any balance due. The Association shall, upon written request, provide written notification to a first Mortgagee of any default on the part of an Owner under the Declaration, the Articles, these By-Laws or the Rules and Regulations which is not cured within sixty (60) days. The Board of Directors shall also provide notice to Mortgagee and shall permit Mortgagee access to books and records sufficient to comply with Article II, Section 2 of the Declaration.

5.007 Discharge of Liens. The Board of Directors may direct the Association to discharge any mechanic's lien or any encumbrance which, in the opinion of the Board of Directors may constitute a lien against the Submitted Property or the Common Areas, rather than a lien against only a particular Lot. When less than all the Owners are responsible for the existence of any such liens, the Owners responsible shall be liable in solido for the amount

necessary to discharge such liens (or reimburse the Association for same if paid by the Association) and for all costs and expenses, including attorneys' fees, incurred by reason thereof.

ARTICLE 6 RECORDS

6.001 Records and Audits. The Association shall keep detailed records of the actions of the Association, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as provided for in Section 5.006. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Association to all Members at least annually, beginning January 1, 1997. In addition, an annual report of the receipts and expenditures of the Association, shall be rendered by the Association to all Members and to all Mortgagees who have requested the same, as soon as practicable, but not more than 120 calendar days after the end of each fiscal year of the Association.

ARTICLE 7 INDEMNIFICATION

7.001 Right to Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), including any action by or in the right of the Association, by reason of the fact that he or she, or a person or entity of whom he or she is the legal representative, is or was a director or officer of the Association or, as a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, employee or agent of another business, nonprofit or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, partner, trustee, employee or agent or in any other capacity, shall be indemnified and held harmless by the Association to the fullest extent authorized by law, including but not limited to the Louisiana Business Corporation Laws ("LBCL"), as the same exists or may hereafter be amended (but, in the case of any amendment to the LBCL, such amendment shall be enforced hereunder only to the extent that such amendment permits the Association to provide broader indemnification rights than the LBCL permitted the Association to provide prior to such amendment), against any and all expenses, including attorney's fees, costs, liabilities, losses, judgments, fines, taxes or penalties and amounts paid or to be paid in settlement actually and reasonably incurred or suffered by such person in connection with such Proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association and with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful; provided, however, that the Association shall indemnify any such person seeking indemnity in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) initiated by such person was authorized by the Board of Directors of the Association.

To the extent that a director or officer has been successful on the merits or otherwise in defense of any such Proceeding, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to the best interests of the Association and with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Any indemnification under this Article 7, unless ordered by a court of competent jurisdiction, shall be made by the Association only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made:

- 1) First, by the Board of Directors by a majority vote of the directors who were not parties to such Proceeding, or
- 2) Next, if all directors are so named or seek indemnification, by independent legal counsel, or
- 3) If such legal counsel does not serve, by a majority of the Members or their designee.

Such right to indemnification shall include the right to be paid by the Association expenses, including attorney's fees incurred in defending any such Proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of such Proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of such director or officer, in which such director or officer agrees to repay all amounts so advanced if it ultimately should be determined that such person is not entitled to be indemnified under this Article 7 or otherwise, with satisfactory security therefor.

7.002 Contractual Rights; Applicability. The rights and obligations of the Association and the person entitled to relief from liability or indemnification under Article 7 hereof (i) shall be deemed to be a contract between the Association and such person based upon good and valuable consideration, pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Association and the director or officer, (ii) shall be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto. Any appeal, amendment or modification of Article 7 shall not adversely affect any right or protection of a director or officer existing prior to or at the time of such repeal, amendment or modification.

7.003 Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by Special Assessment or otherwise, any sums required to discharge its obligations under this Article 7; provided, however, that the liability of any Member arising out of any contract made by or other acts of the, directors, officers, members of such committee, or out of the aforesaid indemnity in favor of the directors, officers, members of such committees shall be limited to his ownership interest. Every agreement made by the directors, officers, members of such committees shall provide that the directors, officers, member of such committees, as the case may be, are acting only as agents for the Members or the Association, and the Members shall have no personal liability thereunder (except as Members). The indemnification provided by this Section 7.003 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested members of the Board of Directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a director or officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE 8 **AMENDMENTS TO BY-LAWS**

8.001 Amendments to By-Laws. The Board of Directors may modify or amend these By-Laws for as long as the Declarant owns a Lot or Townhome, (but not beyond five (5) years from recordation of the Declaration) and thereafter these By-Laws may be modified or amended by the favorable vote of two-thirds (2/3) of the Members of the Association at a meeting of the Association duly called for such purpose, except as hereinafter otherwise provided herein, or in the Declaration.

ARTICLE 9 **NOTICES**

9.001 Notices to Directors and Officers. Notice required to be given under these By-laws to any director or officer may be given by any one of the following methods: orally, by telephone, by sending a telephone facsimile transmission, hand delivery, or delivery by an overnight courier service, such as Federal Express. In addition to the above methods, if the period of time between the date of the sending of notice and the date of the meeting is five business days or more, notice may be given by depositing the notice with the United States Postal Service, postage prepaid.

9.002 Notice to Members. Notice required to be given to any Member may be given by any one of the following methods: by sending a telephone facsimile transmission, hand delivery, or delivery by an overnight courier service, such as Federal Express. In addition to the above methods, if the period of time between the date of the sending of notice and the date of the meeting is five (5) business days or more, notice may be given by depositing the notice with the United States Postal Service, postage prepaid.

9.003 Place of Sending Notice. Notice required to be given to any director, officer or Member shall be given at the address maintained by the Secretary, or in the absence of such an address, to the officer's, director's or Member's residence. Telephone facsimile notice shall be considered sufficient if sent to the telephone facsimile number of the officer's, director's or Member's regular place of business or the facsimile number at the officer's, director's or Member's residence, in the absence of a regular place of business.

9.004 Waivers. Any Member or director may waive in writing any notice required or permitted to be given under any provisions of any statute or of the Articles of Incorporation or by these By-Laws, either before, at or after the meeting or other event for which notice is so provided: Attendance by Members or directors at a meeting:

- 1) waives objections to lack of notice or defective notice of the meeting, unless the Member or director, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting;
- 2) waives objections to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member or director objects to considering the matter when it is presented.

ARTICLE 10 MISCELLANEOUS

10.001 Conflicts. These By-Laws are set forth to comply with the requirements of Louisiana Law. In case any of these By-Laws conflict with applicable provisions of Louisiana law or of the Declaration, the applicable provisions of the Louisiana law or of the Declaration, as the case may be, shall control.

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

10.003 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 provision thereof.

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

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

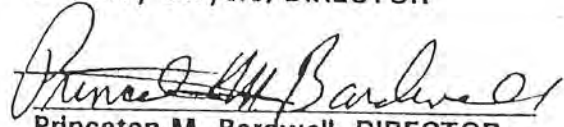
The foregoing were adopted as the By-Laws of The Townhomes of Park Oaks Homeowner's Association, Inc. at the meeting of its Board of Directors held at Baton Rouge, Louisiana on ~~January 26~~, 1996.
March



M. David Treppendahl, DIRECTOR



E. Hardy Swyers, DIRECTOR



Princeton M. Bardwell, DIRECTOR