

**By-Laws
of
Vintage Place Property Owners Association, Inc.
A Non-Profit Corporation**

Article I

Section 1. Definitions. The definitions contained in Article 2 of the Declaration of Covenants, Conditions and Restrictions of Vintage Place Subdivision recorded June 22, 2018 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 712, Bundle 12896 ("**Declaration**"), apply to these By-Laws.

Section 2. Association Membership. Every Owner of a Lot in Vintage Place Subdivision shall be deemed to have a membership in Vintage Place Property Owners Association, Inc. (the "**Association**"). Membership shall be appurtenant to and may not be separated from ownership of any Lot. If the ownership of a Lot is transferred or otherwise conveyed, the membership in the 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 effect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or member's spouse, but in no event shall more than one vote be cast or more than one office held by each Lot. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and as they advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. Each Lot shall have one vote and the voting weight appurtenant to each Lot shall be equal.

Section 3. Membership. Any action which may be taken at a meeting of the members may be taken by written consent signed by all of the members having voting power on the particular question, which consent shall be certified by the Secretary and filed with the Secretary of the Association.

Section 4. Purpose of the Association. The Association is formed to provide for the maintenance, control and preservation of the subdivision and to promote the health, safety and welfare of the Owners of the Lots in the subdivision.

**Article II
Board of Directors**

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. During the Appointment Period, the Board of Directors shall consist of up to three (3) directors, and Declarant shall have and hereby reserves the continuing right to appoint and remove (at any time and in its sole discretion) the directors during such Appointment Period. Following the Appointment Period, the Board of Directors shall consist of three (3) directors. The Association, subject to the rights of BDC Jones Creek LLC and Bardwell Construction Co., LLC ("**Declarant**") and the rights and duties of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Areas, servitudes and all Improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of Louisiana Corporation Law, the powers outlined herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 3.5 and Section 8.13 of the Declaration and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing Vintage Place Subdivision, during the Appointment Period, Declarant shall have the continuing right to appoint and remove (at any time and in its sole discretion) any director or directors of the Board of Directors, any officer or officers of the Association, and the Review Board. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this paragraph and by the Declaration.

Section 2. Election of Board of Directors. Subject to the rights of the Declarant to during the Appointment Period to appoint or dismiss the members/directors of the Board of Directors, directors shall be elected annually by the Owners at the Association's annual meeting for one (1) year terms. Nominations for candidacy for the Board of Directors shall be accepted in writing (including via email) from members to the then-current Board of Directors during the time period commencing with the sending of notice of the annual meeting pursuant to Article IV, Section 4 below and continuing to the date of the annual meeting. Nominations shall also be accepted from the floor at the annual meeting.

Section 3. 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 the Articles of Incorporation of the Association, or by these By-Laws may not be delegated to the Board of Directors by the Owners. 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 Common Areas, servitudes and all Improvements thereon, including but not limited to the Alleys, Tract A, the access area between Lots 36 and 37, the Private Servitudes of Access, the mail kiosk, sewer pump station, any access gates, walls, and fences (unless such items are donated to the public by Declarant);

(b) Determination of the amounts of funds required for operation, maintenance, and other affairs of the Association;

- (c) Collection of the Assessments and common charges from the Owners;
- (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 and fines 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 Association property and Common Areas, pursuant to the provisions of the Declaration and these By-Laws;
- (h) Making of repairs, additions, and improvements to, or alterations of, the Association property, in accordance with the provisions of the Declaration; and
- (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 Review Board following the Appointment Period.

Section 4. Manager. The Board of Directors may employ for the Association a Manager at a compensation that the Board of Directors shall establish and authorize. The Board of Directors may delegate to the Manager or managing agent, all of the powers granted to the Board of Directors by the Declaration and these By-Laws other than the powers set forth in subdivisions (e), (f), and (g) of Section 3 of this Article II.

Section 5. 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 of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail, hand delivery, or email, at least (3) business days prior to the day of such meeting. If permitted by applicable laws, meetings of the Board of Directors may also be held using remote electronic communicative means such as teleconferences and/or videoconferences.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by a majority of the members of the Board of Directors on three (3) business days notice to each director, given by mail, or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors 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 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, 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. For purposes of achieving quorum, if permitted by applicable laws, attendance via remote electronic communicative means such as teleconferences and/or videoconferences shall be permitted. If at any meeting of the Board of Directors 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.

Section 9. Fidelity Bonds. The Board of Directors may obtain adequate fidelity bonds for such officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

Section 10. Informal Action. Any action which may be taken at a meeting of the Board of Directors may be taken by written consent signed by all of the directors and filed with the Secretary of the 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 during the Appointment Period 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 Owners 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 some 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 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 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 Lot which shall indicate the name and address of the Owner, the amount of each Assessment for expenses against such Lot, 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 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 Association shall be executed by any two officers of the 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 Association for acting as such.

Article IV Operation of the Property

Section 1. Computation of Annual Assessments. It shall be the duty of the Board of Directors, at least thirty (30) days prior to the Association's annual meeting, to prepare a Budget covering the estimated common expenses during the coming year, such Budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the Budget and the proposed total of the annual Assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The Budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either: (i) Declarant during the Appointment Period, or (ii) following the Appointment Period, by a vote of the majority of the votes of the Owners

who are voting in person, electronically by teleconference or videoconference as described in Article IV, Section 4 (if permitted by applicable laws), or by proxy at such meeting (provided that it shall require a vote of at least fifty-one percent (51%) of the total membership to disapprove the Budget). Notwithstanding the foregoing, in the event the Association fails for any reason to determine the Assessments for the succeeding year, then and until such time as the Assessments shall have been determined as provided herein, the annual Assessments in effect for the then current year shall be increased by the factor provided in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967-69 = 100), or its successor index, and such increased Assessments shall be implemented for the succeeding year, until the new Assessments shall have been approved as provided above. If any Budget at any time proves inadequate for any reason, then the Board may assess a Special Assessment as provided in Section 2 hereof. Except for the rights of the Declarant during the Appointment Period, Assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual Assessments. The common expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following:

(a) management fees and expenses of administration, including legal and accounting fees and insurance premiums;

(b) utility charges for utilities serving the Common Areas and charges for other common services for the development, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(c) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of the Declaration including the maintenance of the drainage facilities;

(d) the expenses of maintenance, operation, and repair of other amenities and facilities serving the subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;

(e) the expenses of the Review Board which are not defrayed by plan review charges;

(f) the expenses of maintenance, operation, repair and replacement of all Common Areas, servitudes and all Improvements thereon, including but not limited to the Alleys, Tract A, the access area between Lots 36 and 37, the Private Servitudes of Access, the mail kiosk, sewer pump station, any access gates, walls, and fences, and servitudes and provide all other services generally undertaken or furnished by the Association;

(g) ad valorem real and personal property taxes assessed and levied against the Common Areas;

(h) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;

(i) such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots; and

(j) the establishment and maintenance of a reasonable reserve fund or funds: (A) for inspection, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

Section 2. Individual Assessments. The Association may levy an Assessment against any Owner if the misconduct or negligent failure of such Owner (or the contractors, family, tenants, agents, guests, or invitees of any Owner) to comply with this Declaration, the Articles of Incorporation, By-Laws, Design Guidelines or Rules and Regulations shall have resulted in the expenditure of funds by the Association to remedy a problem or to cause such compliance. Such Assessment shall be known as an “**Individual Assessment**”. The amount of the Individual Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Association that the Individual Assessment is owing. The Association reserves the right to establish reasonable fines for failure to comply with any obligations imposed on Lot owners as described herein and such fines may be assessed as an Individual Assessment.

Section 3. Special Assessments. In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment Year, Special Assessments for the purpose of funding major capital repairs, maintenance, and replacements of the Common Areas and the Improvements thereon (including replacement and resurfacing streets) or shortfalls in the approved Budget, provided that such Assessment shall be approved by the Declarant during the Appointment Period. Such Assessment shall be known as a “**Special Assessment**”. The amount of the Special Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Association that the Special Assessment is owing.

Section 4. Notice of Meeting and Quorum. Written notice of the annual meeting of the Association shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If permitted by applicable laws, members may attend meetings of the Association via remote electronic communicative means such as teleconferences and/or videoconferences, and attendance utilizing such means shall be deemed as present and valid for purposes of quorum and voting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person, remotely using the electronic means described above, or by proxy of members having

one-fourth (1/4) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Liens. All sums assessed against any Lot pursuant to the Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided in the Declaration, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association.

Section 6. Effect of Nonpayment; Remedies of the Association. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Once any Assessment or any portion thereof has become delinquent, the Association may take action as described in the Declaration or as permitted by law (including filing liens). The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

Section 7. Certificate. The Treasurer, any assistant Treasurer, or the Manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer or Manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

Section 8. Date of Commencement of Annual Assessments. Subject to Article 6 of the Declaration, Assessments shall commence as to each Lot, on the date Declarant conveys or transfers a Lot to any Person that is not an affiliate of Declarant and shall be due and payable in such manner and on such schedule as provided in the Declaration or as the Association may provide in its sole discretion. Annual Assessments and any outstanding Special Assessments shall be adjusted for such Lot according to the number of days then remaining in the month in which such Lot is first conveyed.

Article V

Notice and Hearing

Section 1. Notice and Hearing Procedures. Any disputes or controversies among Owners arising under these By-Laws or under the Declaration shall be submitted in writing to the Board of Directors (or a tribunal appointed by the Board of Directors) for decision. The Board of Directors shall hold a hearing on the matter within ten (10) days of the date of the written petition from the Owner and shall issue its decision on such matters within thirty (30) days after the date of the hearing. The decision of the Board of Directors shall be final. The submission of any such dispute or controversy to the Board of Directors pursuant to this process shall be an express condition precedent to the institution of any legal action or proceeding.

Article VI

Records

Section 1. Records. The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Owner, the amount of each Assessment for common expenses 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 Association shall be rendered by the Board of Directors to all Owners, and to all Mortgagees of Lots who have requested such annual report, promptly after the end of each fiscal year.

Article VII

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to such address as the Board of Directors may hereafter designate from time to time or hand-delivery. All notices to any Owner shall be sent registered or certified mail to such address as shall be designated by him in writing to the Board of Directors or hand-delivery. All notices to Mortgagees of Lots 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.

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 Association shall indemnify its directors and officers to the full extent permitted by La. R.S. 12:227.

Section 7. Waiver of Conflict of Interest. The law firm of Phelps Dunbar LLP represented Declarant in connection with the Declaration and the formation and regulation of the Association. Declarant may request that Phelps Dunbar LLP represent the Association during the Appointment Period, creating a potential conflict of interest. In the event that a dispute arises

between Declarant and the Association, Phelps Dunbar LLP shall continue to represent Declarant, and Association hereby waives any conflict of interest that may arise.

Article VIII
Amendments to By-Laws

Section 1. Amendment to By-Laws. These By-Laws may be amended by the Declarant at any time prior to the expiration of the Appointment Period (as such term is defined in the Declaration and without the consent of any Owners of the Lots) and thereafter by favorable vote of Owners of the Lots holding two-thirds (2/3) of the total voting power in the Association at the annual meeting or any special meeting called for that purpose. The notice of such a meeting must be mailed to all Owners at least ten (10) days prior to the scheduled date for the meeting and the notice must set forth the proposed amendment. No amendment, notification, supplement or deletion shall be effective if it violates any of the provisions of the Declaration.

These By-Laws are unanimously adopted by the Board of Directors of the Association by this unanimous written consent of the Board of Directors in lieu of a meeting as of the 21st day of August, 2018.



P. Scott Bardwell, Declarant