BY-LAWS

OF

HIGHLAND OAKS SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

1. NAME AND LOCATION

1.1 Name. The name of the corporation is HIGHLAND OAKS SUBDIVISION HOMEOWNER'S ASSOCIATION. INC. hereinafter referred to as the "Association."

1.2 Location. The principal office of the Association shall be located in Lafourche Parish, Louisiana. The Association may have such other offices, either within or outside of the State of Louisiana, as the Board of Directors may determine or as the affairs of the Association may require.

2.DEFINITIONS

2.1 Association. The term "Association" shall mean and refer to Highland Oaks Homeowners Subdivision Association, Inc.

2 2 Board. The term "Board" shall mean and refer to the duly elected Board of Directors of the Association.

2.3 Common Properties. The term "Common Properties" shall mean and refer to the area of land transferred to or controlled by the Association.

2.4 Lot. The term "Lot" shall mean and refer to each individual plot of land as shown on the official final plat of Highland Oaks Subdivision subject to administration by the Association. The term "Lot" shall not include any Common Properties.

2.6 Member. The term "member" shall mean and refer to the record owner of a Lot. There will be only one (1) membership per Lot.

2.7 Voting Member. The term "Voting Member" shall mean and refer to a Member of the Association, as defined above, in good standing with HOA dues/assessments, fines, and/or fees. To be in good standing, all HOA dues/assessments, fines, and fees cannot be delinquent and/or be in collections or have a lien filed on your property.

2.8 Restrictions. The term "Restrictions" shall mean and refer to the building restrictions imposed on any filing of Highland Oaks Residential, LLC subject to administration by

the Association, on file and of record at Instrument Number 1208056, in the office of the Clerk and Records for the Parish of Lafourche, State of Louisiana, as may be subsequently amended.

2.9 Developer. The term "Developer" for the purpose of the By-laws, shall mean and refer to the "Developer" as identified in the Restriction, as may be amended, or Greg Flores Construction, LLC, John Neal Construction, LLC, and/or Highland Oaks Residential, LLC.

3. ASSOCIATION, MEMBERSHIP, MEETINGS, PROXIES

3.1 Annual Meetings. Henceforth, unless otherwise designated by the Board of Directors, annual meetings of the Members shall be held in January of each year, at a date, time, and place selected by the Board of Directors.

3.2 Special Meetings. Special meetings of Members may be called at any time by the President of the Associations, by a majority of the Board of Directors or upon written request by a signed petition of three-fourths (3/4) of all Voting Members.

3.3 Notice of Meeting. Written or printed notice of each meeting of the Members, Annual or Special, shall be given by, or at the direction of, the Secretary or President of the Association. Delivered either personally, by mail, or via email, at least thirty (30) days prior to such meeting, to each Member of Association. Such notice shall specify a reasonable place, date, and hour of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Place of Meeting. All meetings shall be held in Lafourche or Terrebonne Parish.

3.5 Election Meeting. All nominees must be present in order to accept any nomination or to win any board of director position. All voting must be done in person or by proxy.

3.8 Proxies. At all meetings of Members, each Voting Member shall be entitled to vote either in person or by proxy. Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given by the Member of his Lot, or his/her attendance at the meeting for the proxy has been given.

3.9 Conduct of Meetings. The President or Vice President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings.

3.10 Action Taken Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all directors shall individually or

collectively consent in writing of such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

4.BOARD OF DIRECTORS: COMPOSITION, NOMINATION, ELECTION, AND REMOVAL

4.1 Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have ONE (1) Equal vote. The Board shall consist of five (5) directors. The Board must consist of an odd number of members for voting purposes.

4.2 Nominations. Nominations for the board of directors can be made prior to the annual meeting by submitting the name of the nominee in writing to either the Secretary or the current Board of Directors, or to the professional management agent or agents if employed by the Board. Members may also make nominations from the floor at the annual meeting or such other meetings at which directors are to be elected. Such nominations may only be made by Members of the Association.

4.3 Elections. Elections to the Board shall be by secret written ballot. At such election, the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions and By-Laws of the Association. The person receiving the largest number of votes shall be elected. Cumulative voting is permitted. Only Members that are in good standing with the HOA dues/assessments, fines and fees can be elected to the Board. To be in good standing, all HOA dues/assessments, fines, and fees cannot be delinquent and in collections or have a lien filed on your property.

4.4 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of all Voting Members of the Association, missing three (3) consecutive meetings of the Board, being in more than thirty (30) days delinquent in the payment of any assessments or other charges due to the Association, or by a majority vote of the of the directors present at a Regular or Special Meeting. In the event of death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy at a special meeting, at which time the voting members may elect a new successor.

5. MEETINGS OF DIRECTORS

5.1 Organizational Meeting. The first meeting of the Board following each biannual meeting of the membership shall be held within fourteen (14) days thereafter at such time

and place the Officers shall select the individual positions of the duly elected Board as defined in 7.1.

5.2 Regular Meeting. Regular Meetings of the Board shall be held at such time and place a majority of the directors shall determine, but at least six (6) such meetings shall be held during each fiscal year. The meetings shall be at such place and hour in either Lafourche or Terrebonne Parish and shall be communicated to Directors not less than four (4) days prior to the meeting.

5.3 Special Meetings. Special meetings of the Board shall be held when called by the President or Vice President of the Association, or by any three (3) -four (4) Directors. Notice of meeting shall specify the time and place of the meeting and the nature of any special business to be considered and shall be communicated to the Directors not less than four (4) days prior to the meeting.

5.4 Quorum. At all meetings of the Board, a majority of the directors shall constitute a Quorum (three (3) to four (4) board of directors) for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting shall be regarded as the act of the Board, unless otherwise specifically provided in these by-laws or the Restrictions. If any meeting of the Board cannot be held because the President or Vice President is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not more than 30 days from the date of the original meeting. At the reconvened meeting, if a Quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.5 Compensation. No director shall receive compensation for any service they may render to the Association. However, each director shall be reimbursed for their actual expenses incurred, with receipts and expenditure, in the performance of their duties.

5.6 Conduct of Meetings. The President or Vice President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meetings. In the Secretary's absence, a director shall keep the minutes of the meetings.

6. POWERS AND DUTIES OF THE BOARD

6.1 Powers. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all right of the Association as set forth in the Restrictions, these By-Laws, The Articles, and as provided by law including:

a. Publish the restrictions and these By-Laws governing the use of Common Properties and the personal conduct of the Members and their guests thereon, and establish penalties for infraction thereof;

b. Suspend the voting rights of a Member during any period in which such Member shall be in default in payment of any assessment, fine, penalty, dues or other levy by the Association;

c. Report any such Member in default in the payment of any assessment, fine, penalty, dues, or other levy by the Association to the credit bureaus for said unpaid amounts plus cost and fees associated with the reporting;

d. Place liens on the property of such Member in default in the payment of any assessment, fine, penalty, dues, or other levy by the Association for said unpaid amounts plus cost, fees, interest and reasonable attorney's fees associated with the placing of the liens;

e. Exercise, for the Association, all powers, duties, and authority vested in or delegated to the Association not reserved to the Members by other provisions of these By-laws, the Articles of Incorporation of the Association, or the Restrictions;

f. Declare the offices of the directors to be vacant for good cause;

g. Employ a manager, an independent contractor, or such other employees as it deems necessary, and to perform their duties.

6.2 Duties. The duties of the Board shall include, **without limitation**:

a. Keeping a complete record of all its acts and corporate affairs to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Members who are entitled to vote;

b. Preparing an annual independent review of the Association's account or accounts to be made and presenting a copy of such report to be available to each Member within thirty (30) days of completion;

c. Supervising of all officers, agents, and employees of the Association, and see that their duties are properly performed;

d. Preparing and adopting, in accordance with the Restrictions, an annual budget establishing each owner's share of the Common Expenses and any Neighborhood Expenses;

e. Sending written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of any assessment;

f. Levying and collecting such assessments from the Lot Owners;

g. Enforcing the real and/or personal obligations to pay assessment, fines, penalties, or other levies against any property which are not paid within thirty (30) day after their due date;

h. Issuing, or causing an appropriate officer to issue, upon demand or request by any person, a certificate indicating the status of an assessment, fine, penalty, or other levy, whether delinquent or paid. A reasonable charge may be made by the Association established by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment, fine, penalty, or levy therein stated to have been paid;

i. Procuring and maintaining adequate liability and hazard insurance on the Common Properties and other property owned by the Association. Directors and Officers insurance may be deemed necessary or advisable to honor the indemnity obligation of the Association and/or Board contained in the Articles of Incorporation of the Association, these By-Laws, and the Restrictions;

j. Causing all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate

k. Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association;

l. Opening of bank accounts on behalf of the Association and designation the signatories required;

m. Providing for the operation, care, upkeep, and maintenance of the Common Areas

n. Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

o. Making or contracting for repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Restrictions and these By-Laws;

p. Paying the cost of all services rendered by the Association;

q. Keeping books with detailed amounts of the receipts and expenditures of the Association;

r. Permitting utility supplies to portions of the Common Areas reasonably necessary to the ongoing development or operation of the Properties;

s. Making and amending these by-laws and the rules in accordance with the Restrictions;

t. Enforcing by legal means the provisions of the Restrictions, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the

Restrictions or these By-Laws, which the Board, in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

u. Making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Restrictions, the Articles of Incorporation, By-Laws, and all other books, records, and financial statements of the Association;

v. Indemnifying a director, officer or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required by Louisiana law, the Articles of Incorporation, Restrictions, and/or By-Laws.

6.3 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such power as are necessary to perform the managers assigned duties but shall not delegate policy making authority to those duties in Sections 6.2 (D),6.2(F),6.2(L),6.2(S), and 6.2(T). The Declarant or any affiliate of the Declarant may be employed as managing agent or manager.

a. No remuneration shall be accepted by the managing agent from the vendors, independent contractors, or other providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association.

b. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

6.4 Enforcement. In addition to such other rights as are specifically granted under the Restrictions, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Restrictions, these By-laws, or any Association rules. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days

delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Restrictions, By-laws, or a rule and a fine is imposed, the fine shall be assessed against the Lot owner. The failure of the Board to enforce any provision of the Restrictions, By-laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

7. OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The officers of the Association, which will comprise the Board of Directors, shall be a President, a Vice President, a Secretary, a Treasurer, and an ACC Liaison. The Board may appoint such other officers, who can, but need not be, members of the Board to include, Committee Members as described in 7.8, as it shall deem desirable. Such appointed officers are to have such authority and perform such duties as the Board prescribes. There must be an odd number of five (5) voting officers on the Board.

7.2 Election of Officers. The election of officer shall take place at the biannual meeting, or special election meeting, as specified.

7.3 Term. The officers of the Association shall be elected biannually by the members of the Association and shall hold office for two (2) years unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period to complete their duties as prescribed by the Board of Directors, have such authority, and perform such duties as the Board may from time to time designate.

7.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6 Vacancies. A vacancy in any office may be filled by election held by the Board and members of the Association. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

7.7 Duties. The duties of the officers shall be as follows:

a. President. The President shall be the Chief Executive Officer of the Association, preside at all meetings of the Board when applicable, shall implement the orders and

resolutions of the Board, and shall sign all leases, mortgages, deeds, promissory notes, and other written instruments of the Association.

b. Vice President. The Vice President serves as the President during absences of the current President, may help organize and prioritize the items up for discussion during the meetings of the Board.

c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and the Members and keep, or cause to be kept, appropriate current records showing the Members of the Associations together with their addresses, lot numbers and shall perform such other duties as required by the Board. Communicate with members through email, social media, and/or other means that will contact and include all members in a meaningful way; oversees, establishes and organizes committees within the community and meets regularly with committee representatives to create guidelines, budgets, and plans of actions to gain community involvement then reports back to the Board as to what each committee is planning and the requested budget, if needed.

d. Treasurer. The Treasurer shall receive and deposit In appropriate bank accounts all monies of the Associations and shall disburse such funds as directed by resolution of the Board and keep proper books of accounts of the Association, copies of which shall be made available for purchase at reasonable cost.

e. Architectural Control Committee (ACC) Liaison. The ACC Liaison shall review plans and specifications of proposed improvements or changes to a homeowner's property. They then approve or deny the requests based on the guidelines found in the Community Covenants and Restrictions for the community.

7.8 Committees. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. (Examples: socials, holiday decorating, garden of the month, architectural, finance, utilities, etc.)

8. ASSESSMENTS AND DUES

8.1 Assessments. As more fully provided in the Restrictions, each Member is obligated to pay the Association annual assessments and special assessments, fines, or penalties which shall be both a real obligation incidental to ownership of the Lot assessed, and the personal obligation of the Owner of the Lot assessed when the assessment is made as set

forth in the Restrictions. The Association may bring an action at law against the owner personally obligated to pay the same and/or "in rem" against the current owner of the Lot assessed, to recover the amount of the assessment, fine, penalty, dues plus interest, cost and reasonable attorney's fees associated with any such action. No owner may waive or otherwise escape liability for any assessment, fine, penalty, dues, or other levy provided for herein or in the Restrictions or Articles of Incorporation of the Association by non-se of the Common Areas or abandonment of the affected Lot.

8.2 Dues. At any meeting of Members called by the Board of Directors, by a majority vote of in-person or proxy voting Members, the Association may raise or lower the established annual membership dues, set at three hundred (300) dollars, payable in the amounts and at times as selected by the Members.

9. MISCELLANEOUS

9.1 Amendments. These By-Laws may be amended at a regular or special meeting of the Board by a vote of a majority of a quorum of directors present in person or by proxy.

9.2 Liability of Golf Carts. No provisions, sections, and/or subsections herein shall be construed to establish liability of the Board or the Association for any accidents or incidents regarding golf carts used or present in the Lots and/or Common Properties and Areas.

9.3 Conflict. In the case of any conflict between the Articles of Incorporation of the Association and these By-laws, the Articles of Incorporation of the Association shall take precedence; and in the case of any conflict between the Restrictions and these By-laws, the Restrictions shall take precedence.

9.4 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December.

9.5 Inspection by Directors. Every Director shall have the absolute right at reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

9.6 Inspection by Members. Every Member shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The Member does not have the right to photocopy, take a picture or make a copy of relevant documents.

9.7 Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon the recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within thirty

(30) days of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-laws.

9.8 Hold Harmless & Indemnification.

The Association agrees to jointly and severally indemnify and hold harmless each Member of the Board of Directors against any and all loss, liability, claim, damage and expense whatsoever, as incurred to which the Member of the Board of Directors may become subject, under federal or state statutory law or regulation, or otherwise (including in settlement of any litigation), insofar as such loss, claim, damage, liability or expense arises out of or is based upon any extension of loss, claim, damage, liability or expense to the Association.

THUS DONE AND SIGNED and these By-Laws adopted in the Parish of Lafourche, State of Louisiana, on the ____ day of _____, 2023.

President:

_____

Michael Wood

Vice President:

_____

Robert Esponge

Secretary:

_____

Theresa Landry

Treasurer:

_____

Joshua Welch

ACC Liaison:

_____

Bradley Pinell

Lafourche Parish
Annette M. Fontana CLERK OF COURT
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MEGAN S ESPONGE
347 HIGHLAND OAKS AVE
985-258-9355
GRAY, LA 70359

Date of Invoice : June 28, 2023

Instrument ID	Recorded Time	Amount
Index Type : CONVEYANCE	2:08:07 PM	$205.00
Kind : BY-LAWS		
File Number : 1358276		
Book : 2268 **Page :** 773		

Transaction : Recording - Conveyance
HIGHLAND OAKS SUBDIVISION HOMEOWNERS ASSOCIATION INC
To : BY-LAWS

Accounts	Amount
Fees For Recording Legal	$200.00
Certified Copy	$0.00
Photo Copy	$0.00
Louisiana Clerk'S Index Portal	$5.00
Stamp Copy	$0.00

Itemized Check Listing

Check Number : 1056	$205.00

Total Due :	$205.00
Paid by Check :	$205.00
Change Tendered :	$0.00

Highland Oaks Subdivision Homeowner's Association, Inc. By Laws Published 6/28/2023

Final Audit Report 2023-06-28

Created:	2023-06-28
By:	Megan Esponge (zealins@allstate.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0kZDRKhrtAeUdXSs1TJfn7LAkLRlLkuO

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Adobe Acrobat Sign

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Signature Date: 2023-06-28 - 4:53:41 PM GMT - Time Source: server- IP address: 75.65.116.148

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2023-06-28 - 5:36:07 PM GMT- IP address: 104.129.205.108

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Signer tmorgan_marykay@yahoo.com entered name at signing as Theresa Landry
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Document e-signed by Theresa Landry (tmorgan_marykay@yahoo.com)
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