

**BYLAWS**  
**OF**  
**JUBAN PARC HOMEOWNERS' ASSOCIATION, INC.**

**Article I**

Name

The name of the corporation is Juban Parc Homeowners' Association, Inc. (the "Association").

**Article II**

Purpose of the Association

Section 1.     Purpose.     The object and purpose for which this non-profit corporation is organized is to govern the operation and administration of the Juban Parc Subdivision in Livingston Parish, Louisiana ("Juban Parc") and to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Protective Covenants and Restrictions for Juban Parc Subdivision, recorded on May 3, 2007 in the official records of Livingston Parish, Louisiana, (the "Restrictions") these Bylaws and the Articles of Incorporation (the "Articles"), recorded on June 11, 2007. The Association shall have such power as is not repugnant to law.

Section 2.     Non-Profit Status.     The Association shall be a non-profit corporation and shall have no capital stock. It shall be operated and maintained by such membership dues and assessments and endowments as the Board of Directors (the "Board") shall determine to be necessary or acceptable for the proper functioning of the Association. Under no circumstances shall any of the net earnings or assets of the Association inure or be distributed to the benefit of

its members, directors, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered.

Section 3. Powers and Duties of the Board of Directors. The Board shall have the power to:

- A. Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the Restrictions;
- B. Suspend the voting rights and right to use of the recreational facilities of any Member (as defined herein) during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended for infractions of published rules and regulations for a period of thirty (30) days or for as long as the infraction persists;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership or Declarant (as defined in the Restrictions) by these Bylaws, the Articles, or the Restrictions;
- D. Levy, collect and enforce assessments by any means provided in the Declaration and Louisiana law;
- E. Take whatever action in the Board's discretion is necessary to discharge any lien against the common areas;
- F. To change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;
- G. To sue others, in the name of the Association, and sue Owners (as defined in the Restrictions) to collect delinquent assessments or cure a violation of any restrictions,

covenants, conditions, rules or regulations of the Association (where deemed advisable or necessary);

- H. To borrow money for the purpose of improving the common properties and facilities and with approval of a majority of the Owners, mortgage those common areas if necessary. If such property is mortgaged, the rights of mortgagees shall be subordinate to the Owner's rights; and
- I. Those other powers specifically set forth in the Restrictions and Articles.

Section 4.     Duties.     It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs;
- B. Delegate powers to committees or employees and supervise all agents, and employees of the Association to see that their duties are properly performed;
- C. Issue, or cause an appropriate Director to issue, upon demand by any person or entity entitled to receive that information, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- D. Procure and maintain adequate liability, hazard, and other risk insurance on property owned by the Association;
- E. Cause the common areas and utility laterals to be maintained; and
- F. Cause all taxes and assessments against the property of the Association which are or could become a lien on the common areas to be paid when due.

Section 5.     Limits of Authority. The Board will exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by other provisions of these Bylaws, the Articles, or the Restrictions.

Section 6.     Personal Application. All present or future Owners, tenants, future tenants, their employees, or any other person who might use the facilities of Juban Parc in any manner, are subject to the regulations set forth in these Bylaws and all governing documents of the Association. The mere acquisition or rental of any of the lots of Juban Parc or the mere act of occupancy of any of the lots therein will signify that these Bylaws are accepted, ratified and will be complied with.

### **Article III**

#### **Offices and Registered Agent**

The principal office of the Association is located at 11333 Juban Parc, Denham Springs, LA 70726.

The name and address of the Resident Agent shall be as set forth in the then applicable Annual Report of the Association.

### **Article IV**

#### **Members**

Section 1.     The members shall consist of all record owners of any lot in Juban Parc, as defined in the Restrictions (each a "Member"). Membership shall be divided into two (2) classes:

- A. Class A Members shall consist of all lot owners other than the Declarant (as defined in the Restrictions). Each Class A Member shall have one vote for each lot owned and shall be subject to all assessments. No Member shall be entitled to vote who is

delinquent in any financial obligation to the Association at the time for which the vote is called.

- B. Class B Members shall consist of the Declarant as long as the Declarant owns any lot in Juban Parc. The Class B Member shall have one vote for each lot owned, but shall owe no assessments.

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 a Member's spouse, but in no event shall more than one vote be cast or more than one office held for each lot or dwelling, and further provided that a Member casting a vote or holding an office with respect to his dwelling shall not be entitled to cast an additional vote or to hold an additional office for the lot upon which his dwelling is located. If conflicting ballots are cast by Owners, none will be counted.

Section 2. Member Meetings. Regular or annual meetings of the Board will be held at such times and places as may from time to time be fixed by the Board or as may be specified in notice of a meeting. Special meetings of the Board may be held at any time upon the call of the Chairman or any two Directors.

## Article V

### Board of Directors

Section 1. General Powers and Duties. The Board shall be charged with the management of all of the affairs of the Association and shall have the authority to exercise, in addition to the powers and authority expressly conferred upon it, all such powers of the Association and all such other lawful acts and things which the Association or its members might do, unless such acts or things are prohibited or directed or required to be exercised or done by the Members of the Association, by applicable statute, or by the Articles.

Section 2.            Composition of the Board of Directors

- A. The powers of this Association shall be exercised by a Board, which shall consist of three (3) members in good standing of the Association (each a "Director"). Until the Declarant's control is terminated, or until the Declarant otherwise turns over control of the Association to the Owners, the Declarant shall appoint two (2) initial Directors who shall serve until such time as the foregoing provision is met or until their successors are appointed and have qualified or until removed from office by the Declarant.
- B. Elections of Directors shall be held in the following manner:
1. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who may be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of its members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations must be made from Members.
  2. Each Member may cast any number of votes up to the number of Directors to be elected at that election; however, a Member may cast only one vote for a given candidate and may not cumulate his or her votes.
- C. The term of a Director shall be one (1) year. The term of a Director shall also expire by his or her death, resignation or removal in accordance with the Bylaws.
- D. Any vacancy in the Board, including a vacancy caused by the expiration of a Director's term or by an increase in the number of Directors comprising the Board, shall be filled by a

majority vote of the Members. Any Director chosen to fill such a vacancy shall serve until the next election by the Members.

- E. A Director may resign at any time by giving notice thereof in writing to the Chairman of the Board.
- F. A Director may be removed from the Board by a vote of an absolute majority of the members of the Board, or without a vote of the Board if the Director being removed has been convicted of a felony.
- G. The Board, at its first meeting, and from time to time thereafter, shall elect one Director as President of the Board, and may elect one Director as Vice-President of the Board, each to serve at the pleasure of the Board. The Vice-President shall preside, in the absence of the President, at meetings of the Board and shall perform such duties as may be required of him or her by the Board. The Board shall also elect one Director as Secretary and one Director as Treasurer.

### Section 3. Meetings of the Board of Directors.

- A. Regular or annual meetings of the Board will be held at such times and places as may from time to time be fixed by the Board or as may be specified in a notice of meeting. Special Meetings of the Board may be held at any time upon the call of the Chairman or any two Directors.
- B. Written notice of each shall be given by, or at the direction of, the Secretary or person authorized to call a meeting not less than ten (10) days nor more than ninety (90) days before such meeting. The notice shall specify the place, day and hour of such meeting. Written notice for special meetings must include the purpose of the meeting. Notice of a

meeting shall be deemed to be received when delivered to the Member's address or 48 hours after first-class mailing.

- C. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.
- D. Except as otherwise provided by law, the Articles or these Bylaws, all matters before the Board shall be decided by a majority vote of the Directors present at a meeting in which a quorum exists.
- E. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- F. Any or all Directors may participate in a meeting of the Board, or a committee of the Board, by means of conference telephone or by any means of communication by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.
- G. Any Member may represent a Director absent from a meeting of the Board and may cast the vote of the absent Director according to the written instructions from the absent Director.
- H. All regular and special meetings of the Directors shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless authorized by the Board.



## **Article VI**

### **Financial Matters**

**Section 1. Contracts.** Except as otherwise provided in these Bylaws, the Board may authorize any agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association and such authority may be general or confined to specific business. No debts shall be contracted against the Association except by order of the Board or persons specifically authorized by the Board.

**Section 2. Checks.** All checks, drafts or other orders for the payment of money and all notes, bonds or other evidence of indebtedness issued in the name of the Association shall be jointly signed in the name of the Association by one of the Directors.

**Sections 3. Deposits** All funds of the Association shall be deposited from time to time to the credit of the Association in such bank or banks as the Board may select.

**Section 4. Accounting System and Reports.** The Board shall cause to be established and maintained, in accordance with general accepted principles of accounting, an appropriate accounting system including reports, which shall be made available to Members upon written request.

## **Article VII**

### **Indemnification**

**Section 1.** The Association shall indemnify every Director of the Association against any and all expenses, including court costs and reasonable attorney's fees, reasonably incurred by or imposed upon any Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been a Director at the time such expenses are

incurred. The Directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Director may also be a Member of the Association) and the Association shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director, or former Director, may be entitled. The Association shall as a common expense maintain adequate general liability and Directors' liability insurance to fund this obligation.

Section 2. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights which such Member or Director may have under any agreement, vote of the Board or otherwise.

Section 3. No indemnification shall be made under this Article VII if such indemnification would result in any liability for tax under Chapter 42 of the Internal Revenue Code of 1986.

Section 4. Every provision of this Article VII is intended to be severable, and, if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article VII.

### **Article VIII**

#### **Miscellaneous Provisions**

Section 1. Books and Records. The Association will keep correct and complete books and records of account of the activities and transactions of the Association, including a

minute book, which will contain a copy of the Articles, a copy of these Bylaws, and all minutes of meetings of the Board and committees thereof.

Section 2.     Deposits.     All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 3.     Fiscal Year.     The fiscal year of the Association shall be determined by resolution of the Board.

Section 4.     Contracts.     The Board may authorize any Director or Directors, agent or agents, or Chairman to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 5.     Gifts.     The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Association.

## **Article IX**

### **Amendments**

Section 1.     Amendment of Bylaws.     These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, at any meeting of the Board, by a majority vote of the Directors in office, if at least ten days' written notice is given of the intention to take such action at such meeting. Notwithstanding the foregoing, at any time that Declarant owns a Lot, these Bylaws may not be amended without the prior written consent of Declarant.

Section 2.     Amendment of Articles of Incorporation.     The Articles may be altered or amended, or new Articles may be adopted, at any meeting of the Board, by a majority vote of the Directors in office, if at least ten days' written notice is given of the intention to take such

action at such meeting. Notwithstanding the foregoing, at any time that Declarant owns a Lot, these Bylaws may not be amended without the prior written consent of Developer.

Juban Parc Homeowner's Association, Inc.

By:  \_\_\_\_\_

Name: Paul Gerwin  
Its: President

Attest:

By:  \_\_\_\_\_

Name: Gene Wolkoff  
Its: Secretary