

**BY-LAWS  
OF  
VIGNES LAKE HOMEOWNERS' ASSOCIATION, INC.**

**I. NAME AND LOCATION**

1.1 **Name.** The name of the corporation is VIGNES LAKE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as "the Association."

1.2 **Location.** The principal office of the Association shall be located AT 12090 S Harrell's Ferry Rd, Suite A8, Baton Rouge, LA 70816, or at such other specific location therein as may be from time to time designated by the Board of Directors of the Association.

**II. DEFINITIONS**

2.1 **Association.** The term "Association" shall mean and refer to Vignes Lake Homeowners Association, Inc.

2.2 **Attendance.** The term "Attendance" shall mean and refer to the presence in person, the presence electronically, by proxy (to be utilized at in person meetings only), email, or electronic vote.

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

2.4 **Common Properties.** The term "Common Properties" shall mean and refer to those areas of land shown and labeled as Common Properties (including the lake) and private servitudes of passage (if any) on the official final plat entitled "Final Plat of Vignes Lake, First Filing" prepared by GWS Engineering, Inc., on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, and those areas of land shown and labeled as Common Properties and private servitudes of passage (if any) on the official final plat of any filing or subdivision accepted for administration by the Association.

2.5 **Director.** The term "Director" shall mean and refer to each duly elected member of the Board.

2.6 **Lot.** The term "Lot" shall mean and refer to each individual plot of land as shown on the official final plat entitled "Final Plat of Vignes Lake, First Filing" prepared by GWS Engineering, Inc., on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, and each individual plot of land as shown on the official final plat of any other filing or subdivision accepted for administration by the Association. The term "Lot" shall not include any Common Properties.

2.7 **Member.** The term "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a Lot but excluding those having an interest in a Lot merely as security for the performance of an obligation.

2.8 **Restrictions.** The term "Restrictions" shall mean and refer to the Declaration of Covenants and Restrictions for Vignes Lake, First Filing and Second Filing Part I and II and Dedication and Transfer of Common Properties and the covenants and restrictions imposed on any other filing or subdivision accepted for administration by the Association.

### III. MEETING OF MEMBERS

3.1 **Annual Meetings.** Henceforth annual meetings of the members shall be held at a date, time, place and method determined by the Directors sometime in the month of March.

3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of three-fourth (3/4) of all the Members who are entitled to vote.

3.3 **Notice of Meeting.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or a person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, and emailed at least thirty (30) days prior to such meeting, to each Member entitled to vote thereat, addressed to the Member at the most recent address supplied by such Member to the Association for the purpose of notice, or if no such address shall have been furnished, then to the street address of the Lot owned by such Member. Such notice shall specify a reasonable method, place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. All meetings shall be held in East Baton Rouge Parish.

3.4 **Quorum.** The Attendance at the meeting of Members entitled to cast twenty-five percent (25%) of the total votes of the membership shall constitute a quorum for any action except at otherwise provided in the Articles of Incorporation of the Association, the Restrictions, or these by-laws. If, however, such quorum shall not be present the Members present may, except as otherwise provided by law, adjourn the meeting without further notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Unless a greater portion of the voting power is required by the Articles of Incorporation, the Restrictions, or these By-Laws, a majority of the voting power in Attendance, shall prevail at all meetings. The voting rights of each Member shall be as provided in the Restrictions and the Articles of Incorporation of the Association and the Restrictions.

3.5 **Proxies.** At all in person meetings of Members, each Member shall be entitled to vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or his Attendance at the meeting for which the proxy has been given.

### IV. BOARD OF DIRECTORS - SELECTION AND TERM OF OFFICE

4.1 **Three-Member Board.** The affairs of the Association shall be managed by a Board of three (3) directors, who must be Members of the Association. All directors shall be elected for one-year terms at each annual meeting or by electronic voting prior to each annual meeting.

4.2 **Removal.** Any director may be removed from the Board, with cause, by a majority vote of the Members of the Association or by missing two (2) consecutive meetings of the Board. In the event of death, resignation, or removal of a director, his successor shall be elected by the remaining directors and shall serve for the unexpired term of his predecessor.



4.3 **Compensation.** No director shall receive compensation for any service he may render to the Association. However, each director shall be reimbursed for his actual expenses incurred in the performance of his duties.

4.4 **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 or such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **V. NOMINATION AND ELECTION OF DIRECTORS**

5.1 **Nominations.** Nominations for the offices of directors shall be made by a Nominating Committee consisting of a Chairman, who shall be a director and two or more Members of the Association, all of whom shall be appointed by the Board prior to each annual meeting of the 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 that are to be filled. Such nominations may be made from among members. After accepting the nomination, a bio must be submitted to complete the nomination.

5.2 **Elections.** At election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions and the Articles of Incorporation of the Association. The three people receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Anytime during or after an election, when there is the appearance of fraud or the undermining of an election, the board has the right to suspend the voting rights of the owners of the home involved for a period of 5 years or less. The board will set the length of suspension. The suspension will begin immediately when the appearance of fraud is present and after the board has reviewed the information related to the alleged fraud and voted on the matter, which is subject to appeal and review. The members of the home will not be eligible to be on the board of directors or any committees for the HOA while under the suspension of voting. The suspension can be appealed annually to the board of directors. The suspension is only in effect for the current owners of the home. If the home is sold during the suspension period, the suspension ends. Financial obligations still apply to the home during the suspension.

## **VI. MEETINGS OF DIRECTORS**

6.1 **Regular Meetings.** Regular meetings of the Board shall be held quarterly unless contrary action is taken by the Board. The meetings shall be at such place and hour in the Parish of East Baton Rouge as may be fixed from time to time by resolution of the Board.

6.2 **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

6.3 **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## VII. POWERS AND DUTIES OF THE BOARD

### 7.1 **Powers.** The Board shall have the power to:

- a. adopt and publish rules and regulations governing the use of the common areas, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;
- b. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment, fine, penalty, dues or other levy by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulations;
- c. 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;
- d. declare the office of a director to be vacant for good cause; and
- e. employ a manager, an independent contractor, or such other employees as it deems necessary, to perform their duties.

### 7.2 **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 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 (1/4) of the Members who are entitled to vote;
- b. cause an annual independent examination or audit of the Association's account or accounts to be made and cause a copy of such report to be available to each Member within thirty (30) days of completion;
- c. supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;
- d. as more fully provided herein, and in the Restrictions:
  1. fix the amount of any assessment against each Lot at least thirty (30) days in advance of the due date of any assessment;
  2. send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of any assessment; and
  3. enforce the real and/or personal obligations to pay assessments, fines, penalties or other levies against any property which are not paid within thirty (30) days after their due date;



4. issue, or cause an appropriate officer to issue, upon demand or request by any person, a certificate indicating the status of any 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;
5. procure and maintain adequate liability and hazard insurance on the Common Properties and other property owned by the Association and such liability insurance as may be deemed necessary or advisable to honor the indemnity obligation of the Association contained in the Articles of Incorporation of the Association and the Restrictions; and
6. cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

## **VIII. OFFICERS AND THEIR DUTIES**

8.1 **Enumeration of Officers.** The officers of the Association shall be a President who shall at all times be a director on the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution establish.

8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

8.3 **Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 **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; have such authority, and perform such duties as the board may from time to time designate.

8.5 **Resignation and Removal.** Any officer may be removed from office with cause by the Board. 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.

8.6 **Vacancies.** A vacancy in any office may be filled by election held by the Board for that or any other purpose. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 **Multiple Offices.** Only the offices of Secretary and Treasurer or President and Treasurer and special offices created pursuant to Section 4 of this Article may be held by the same person.

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

- a. **President.** The President shall preside at all meetings of the Board; shall implement the orders and resolutions of the Board; shall sign all leases, mortgages, deeds, promissory notes, and other written instruments of the Association.
- b. **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 of the Members; keep, or cause to be kept, appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- c. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association 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.

## **IX. ASSESSMENTS AND DUES**

9.1 **Assessments.** As more fully provided in the Restrictions, each Member is obligated to pay the Association annual assessments and any 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. Any assessment, fine, penalty or other levy which is not paid within thirty (30) days of its due date shall be delinquent. If an assessment, fine, penalty, or other levy is not paid within thirty (30) days after its due date the levy shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. 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, or other levy plus interest, costs, and reasonable attorney's fees associated with any such action. No owner may waive or otherwise escape liability for any assessment, fine, penalty, or other levy provided for herein or in the Restrictions or the Articles of Incorporation of the Association by non-use of the Common Properties or abandonment of the affected Lot.

9.2 **Dues.** At any meeting of the Members, by a vote of three-fourths (3/4) of all Members entitled to vote, the Association may establish Membership dues payable in amounts and at times as selected by the Members when such dues are established.

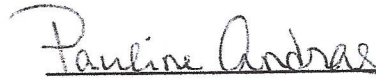
## **X. MISCELLANEOUS**

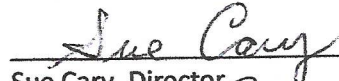
10.1 **Amendments.** These By-Laws may be amended at a regular or special meeting of the Board by a vote of a majority of a quorum of directors present in person or by proxy.

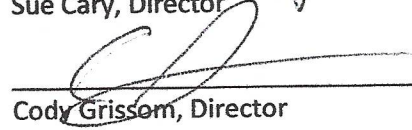
10.2 **Conflict.** In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation of the Association shall take precedence; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall take precedence.

10.3 **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of April and end on the 31st day of March of every year.

THUS DONE AND SIGNED and these By-Laws adopted, in Baton Rouge, Louisiana, on the 7th day of March, 2021.

  
Pauline Andras, Director

  
Sue Cary, Director

  
Cody Grissom, Director