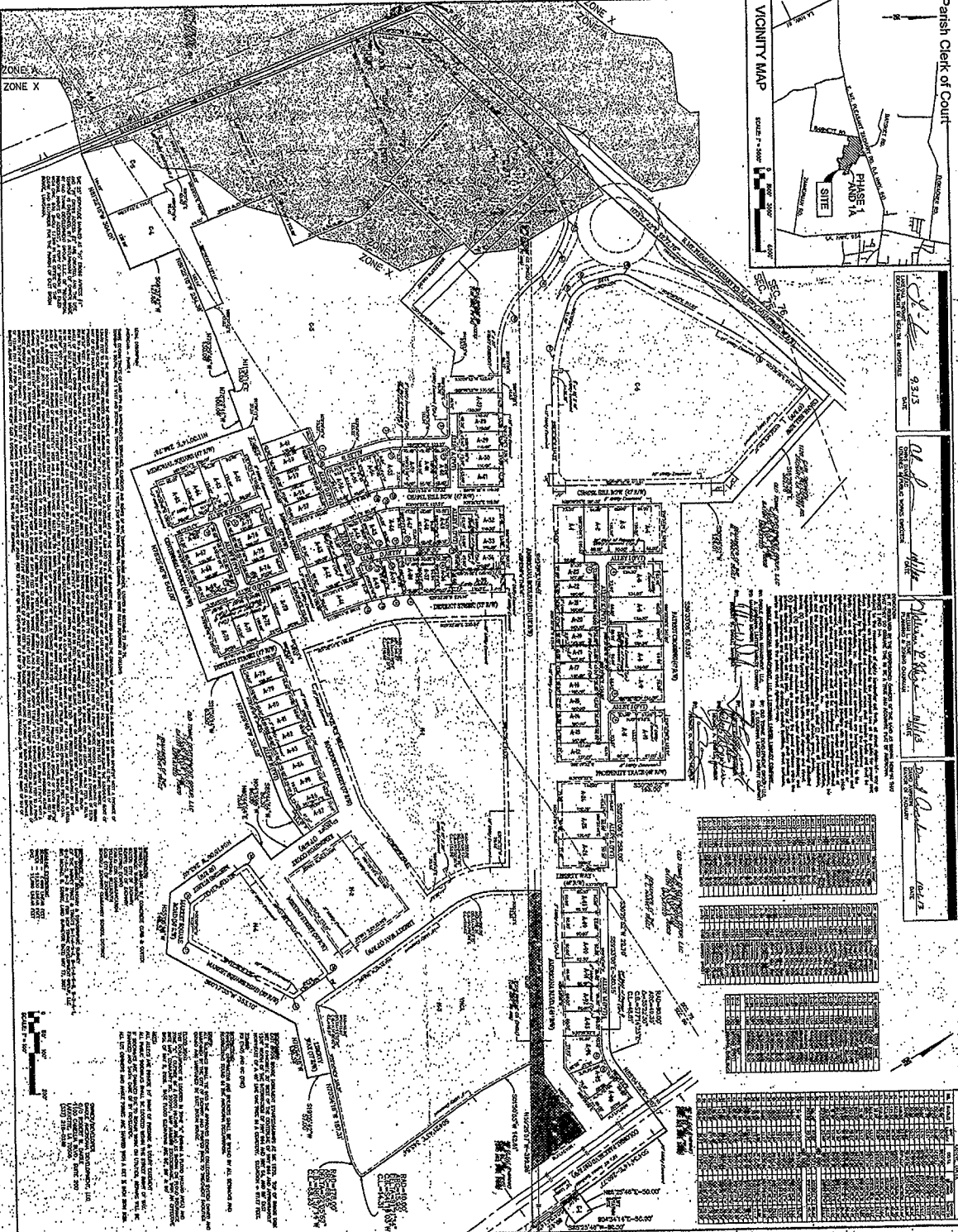


**EXHIBIT A**  
**INITIAL PLAT**

Orig: 818 / Bnd: 12533



**PHASE 1 & 1A**  
DATE: 9/2/23  
BY: [Signature]  
CHECKED BY: [Signature]  
DESIGNED BY: [Signature]  
CONSTRUCTED BY: [Signature]

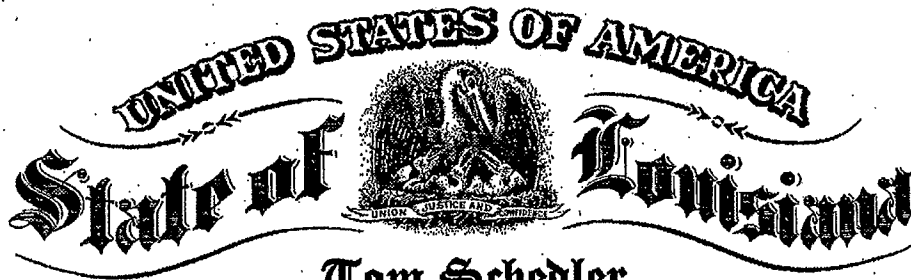
**Americana - TBD**  
Zachary, LA  
PHASE 1 & 1A  
1100 COLUMBIA BLVD, SUITE 200  
LAVERGNE, LA 70606  
713.275.0000

**BARRY J. BERNIER, PE, P.E., LLC**  
Civil Engineer - Land Surveyor  
1714 Highway 100, Suite 100  
Baton Rouge, LA 70802  
Phone: 837.210.6200  
Fax: 837.210.6201



**PHASE 1 & 1A**  
LOCATED IN  
SECTION 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 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**EXHIBIT B**  
**ARTICLES OF INCORPORATION OF RESIDENTIAL ASSOCIATION**



**Tom Schedler**

**SECRETARY OF STATE**

*As Secretary of State of the State of Louisiana I do hereby Certify that*

a copy of the Articles of Incorporation of

**AMERICANA RESIDENTIAL ASSOCIATION, INC.**

Domiciled at BATON ROUGE, LOUISIANA,

Was filed and recorded in this Office on April 25, 2012,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

ORIG: 700 BNOL: 12406  
5/2/2012 2:53:09 PM

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
DOUG WELBORN  
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR  
CERTIFIED TRUE COPY

*Douglas Welborn*  
CLERK AND RECORDER

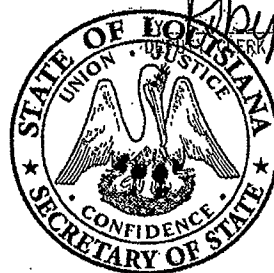
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 26, 2012

*Tom Schedler*

*Secretary of State*

WH40817663N



Certificate ID: 10267847#B4P83

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.

[www.sos.louisiana.gov](http://www.sos.louisiana.gov)



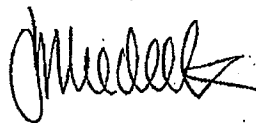
UNITED STATES OF AMERICA  
**State of Louisiana**  
**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*  
the attached document(s) of

**AMERICANA RESIDENTIAL ASSOCIATION, INC.**

are true and correct and are filed in the Louisiana Secretary of State's Office.  
Original Filing 04/25/2012 7 pages

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on;  
April 26, 2012



*Secretary of State*  
WH 40817663N



Certificate ID: 10267848#K7Q83  
To validate this certificate, visit the following  
web site, go to Commercial Division,  
Certificate Validation, then follow the  
instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

ARTICLES OF INCORPORATION  
OF  
AMERICANA RESIDENTIAL ASSOCIATION, INC.

BE IT KNOWN, that on this 24 day of April, 2012, before the undersigned Notary Public, personally came and appeared CHARLES A. LANDRY, a resident of lawful age of East Baton Rouge Parish, Louisiana, who declared before me, in the presence of the undersigned competent witnesses, that, availing himself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 *et seq.*) (the "Act") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

ARTICLE I  
NAME

The name of the corporation shall be Americana Residential Association, Inc.

ARTICLE II  
DEFINITIONS

As used in these Articles of Incorporation, hereinafter referred to as the "Articles", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "Association" means the non-profit corporation created by these Articles.
- B. "Americana" means the traditional neighborhood development established by the Declaration (defined herein).
- C. "Property" means the immovable property described or designated as Residential Commons in the Declaration, and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- D. "Declaration" means that instrument entitled "Declaration of Covenants, Conditions, Restrictions and Servitudes for Americana", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of East Baton Rouge Parish, Louisiana. These Articles are attached as Exhibit "B" to the Declaration.
- E. "Founder" means Daigle Americana Development, L.L.C., a Louisiana limited liability company, and its successors and assigns; provided, however, that no such assignment shall make any assignee the "Founder" for purposes hereof unless such assignment is an assignment of all of Founder's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Founder under the Declaration from and after the date of the assignment.
- F. "Member" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- G. "Owner" means the owner(s) of record title to a Residential Lot or unit designated for residential use in a Mixed Use Unit, as defined in the Declaration.

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

**ARTICLE III  
PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

**ARTICLE IV  
DURATION**

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

**ARTICLE V  
POWERS**

The powers of the Association shall include the following:

- A. To operate and manage the Property that is designated Residential Commons in the Declaration for the use and benefit of the Owners.
- B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.
- C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.
- D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
  - 1. To adopt and amend bylaws and rules and regulations;
  - 2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Assessments from Owners;
  - 3. To hire and terminate managing agents and other employees, agents and independent contractors;
  - 4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
  - 5. To make contracts and incur liabilities;
  - 6. To regulate the use, maintenance, repair, replacement and modification of Commons;
  - 7. To cause additional improvements to be made as a part of the Commons;
  - 8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
  - 9. To grant servitudes, leases, licenses, and concessions through or over the Commons;
  - 10. To impose and receive any payments, fees or charges for the use, rental or operation of the Commons;

11. To impose charges for late payment of Assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;

12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid Assessments;

13. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

14. To enter into management agreements for the operation and administration of Americana, and to manage the Property;

15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE VI MEMBERSHIP

The qualification of Members, manner of admission, and voting rights shall be as follows:

A. The Association is organized on a non-stock basis.

B. Class "A" Members shall consist exclusively of all Owners of Residential Lots and units in Americana, and no other person or other entity shall be entitled to Class "A" membership.

C. The Class "B" Member shall consist exclusively of the Founder, and no other person or other entity shall be entitled to Class "B" membership.

D. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.

D. The interest of any Member in the Association and the shares of a Member in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.

E. The voting rights of the Members shall be determined in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Robert W. Daigle	1100 Camellia Blvd. Suite 200 Lafayette, LA 70508
John M. Engquist	11100 Mead Road, Suite 200 Baton Rouge, LA 70816
Michael A. Campesi, Sr.	52410 Clark Road White Castle, LA 70788
Patrick O. Campesi	52410 Clark Road White Castle, LA 70788

#### **ARTICLE VIII OFFICERS**

The Officers of the Association shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
Robert Daigle	President
John M. Engquist	Vice President
Michael A. Campesi, Sr.	Secretary
Patrick O. Campesi	Treasurer

#### **ARTICLE IX INCORPORATOR**

The name and address of the incorporator of the Association is: Charles A. Landry, 8555 United Plaza Blvd., 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809.

#### **ARTICLE X REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be located at 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809. The registered agent upon whom service of process may be effected for the Association shall be Charles A. Landry. The registered agent's address is 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

#### **ARTICLE XI BYLAWS**

The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five

percent (75%) of the Board of Directors subject to the approval of Owners representing not less than seventy-five percent (75%) of the total number of Residential Lots and residential units in Americana.

#### **ARTICLE XII AMENDMENT TO ARTICLES OF INCORPORATION**

A. The Articles may be amended by the vote of Owners representing not less than seventy-five (75%) of the total number of Residential Lots and units in Americana present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Property may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana.

#### **ARTICLE XIII ASSESSMENTS AND FUNDS**

A. All Assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments of the Property, and may be handled or distributed as the Board of Directors in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

#### **ARTICLE XIV INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.

THUS DONE AND PASSED, before me and in the presence of the undersigned competent witnesses, at  
Baton Rouge, Louisiana, on the date and year first above written, after due reading of the whole.

WITNESSES:

INCORPORATOR:

Name:

[Signature]  
[Signature]  
Name: KAREN PASSMAN

[Signature]  
CHARLES A. LANDRY

Linda C. Mobile  
NOTARY PUBLIC

Printed Name of Notary Public: LINDA C. MOBILE  
Notary Public or Bar Roll No. 5827  
My Commission expires on at death

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge, Louisiana, on this 24 day of April, 2012, personally came and appeared, Charles A. Landry, who declared and acknowledged in the presence of the undersigned competent witnesses, that he is the person who is designated in the foregoing instrument as the registered agent of the Association, that his signature hereof is his own true and genuine signature and that he accepted such designation of his own free will and accord, and for the uses, purposes and consideration therein expressed.

THUS DONE AND PASSED on the day and year first above written, in the presence of the undersigned Notary and witnesses, who have hereunto subscribed their names, together with said appearer after due reading of the whole.

WITNESSES:

[Signature]  
Name: Tamara Martin  
[Signature]  
Name: KAREN PASSMAN

[Signature]  
REGISTERED AGENT:

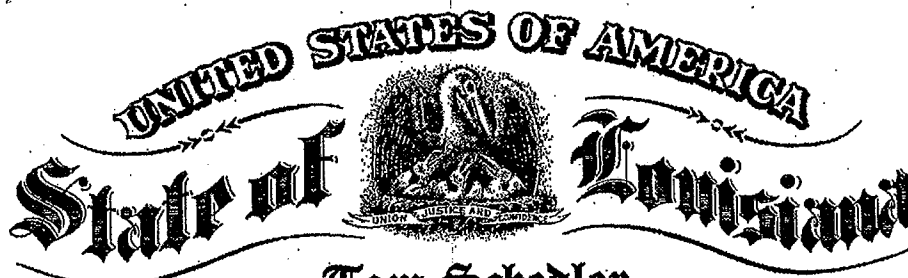
CHARLES A. LANDRY

Linda C. Mabile  
NOTARY PUBLIC  
Printed Name of Notary Public: LINDA C. MABILE  
Notary Public or Bar Roll No. 5837  
My Commission expires on at death



**EXHIBIT C**

**ARTICLES OF INCORPORATION OF COMMERCIAL ASSOCIATION**



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*

a copy of the Articles of Incorporation of

**AMERICANA COMMERCIAL ASSOCIATION, INC.**

Domiciled at BATON ROUGE, LOUISIANA,

Was filed and recorded in this Office on April 25, 2012,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

ORIG: 698 BNDL: 12406  
5/2/2012 2:50:34 PM

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
DOUG WELBORN  
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR  
CERTIFIED TRUE COPY

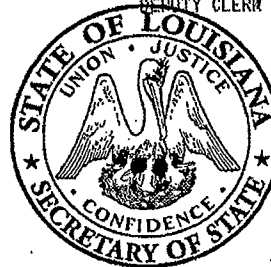
BY: *Robert B. Gracore*  
DEPUTY CLERK AND RECORDER

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 26, 2012

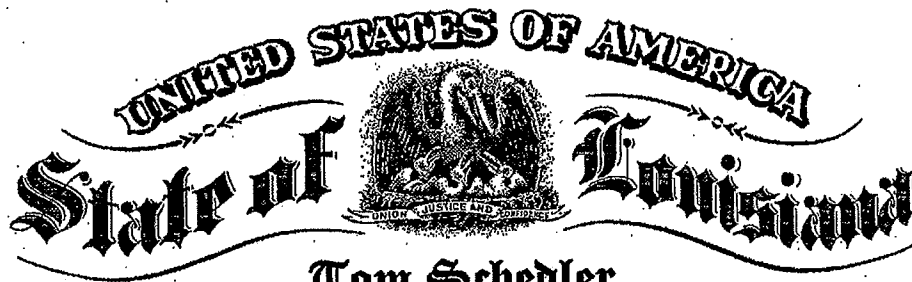
*Secretary of State*

WH40817657N



Certificate ID: 10267841#TLJ62

To validate this certificate, visit the following web site,  
go to **Commercial Division, Certificate Validation**,  
then follow the instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*  
the attached document(s) of

**AMERICANA COMMERCIAL ASSOCIATION, INC.**

are true and correct and are filed in the Louisiana Secretary of State's Office.  
Original Filing 04/25/2012 7 pages

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,  
April 26, 2012

*Secretary of State*

WH 40817657N



Certificate ID: 10267842#3PK73.

To validate this certificate, visit the following  
web site, go to **Commercial Division**,  
**Certificate Validation**, then follow the  
instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

**ARTICLES OF INCORPORATION  
OF  
AMERICANA COMMERCIAL ASSOCIATION, INC.**

BE IT KNOWN, that on this 24 day of April, 2012, before the undersigned Notary Public, personally came and appeared CHARLES A. LANDRY, a resident of lawful age of East Baton Rouge Parish, Louisiana, , who declared before me, in the presence of the undersigned competent witnesses, that, availing itself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 *et seq.*) (the "Act") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

**ARTICLE I  
NAME**

The name of the corporation shall be Americana Commercial Association, Inc.

**ARTICLE II  
DEFINITIONS**

As used in these Articles of Incorporation, hereinafter referred to as the "Articles", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "Association" means the non-profit corporation created by these Articles.
- B. "Americana" means the traditional neighborhood development established by the Declaration (defined herein).
- C. "Property" means the immovable property described or designated as Commercial Commons in the Declaration, and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- D. "Declaration" means that instrument entitled "Declaration of Covenants, Conditions, Restrictions and Servitudes for Americana", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of East Baton Rouge Parish, Louisiana. These Articles are attached as Exhibit "C" to the Declaration.
- E. "Founder" means Daigle Americana Development, L.L.C., a Louisiana limited liability company, and its successors and assigns; provided, however, that no such assignment shall make any assignee the "Founder" for purposes hereof unless such assignment is an assignment of all of Founder's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Founder under the Declaration from and after the date of the assignment.
- F. "Member" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- G. "Owner" means the owner(s) of record title to a Commercial Lot or unit designated for commercial use in a Mixed Use Unit, as defined in the Declaration.

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

**ARTICLE III  
PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

**ARTICLE IV  
DURATION**

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

**ARTICLE V  
POWERS**

The powers of the Association shall include the following:

- A. To operate and manage the Property that is designated Commercial Commons in the Declaration for the use and benefit of the Owners.
- B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.
- C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.
- D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
  - 1. To adopt and amend bylaws and rules and regulations;
  - 2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Assessments from Owners;
  - 3. To hire and terminate managing agents and other employees, agents and independent contractors;
  - 4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
  - 5. To make contracts and incur liabilities;
  - 6. To regulate the use, maintenance, repair, replacement and modification of Commercial Commons;
  - 7. To cause additional improvements to be made as a part of the Commercial Commons;
  - 8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
  - 9. To grant servitudes, leases, licenses, and concessions through or over the Commercial Commons;
  - 10. To impose and receive any payments, fees or charges for the use, rental or operation of the Commercial Commons;

11. To impose charges for late payment of Assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;

12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid Assessments;

13. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

14. To enter into management agreements for the operation and administration of Americana, and to manage the Property;

15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE VI MEMBERSHIP

The qualification of Members, manner of admission, and voting rights shall be as follows:

A. The Association is organized on a non-stock basis.

B. Class "A" Members shall consist exclusively of all Owners of Commercial Lots and units in Americana, and no other person or other entity shall be entitled to Class "A" membership.

C. The Class "B" Member shall consist exclusively of the Founder, and no other person or other entity shall be entitled to Class "B" membership.

D. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.

D. The interest of any Member in the Association and the shares of a Member in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.

E. The voting rights of the Members shall be determined in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Robert W. Daigle	1100 Camellia Blvd. Suite 200 Lafayette, LA 70508
John M. Enquist	11100 Mead Road, Suite 200 Baton Rouge, LA 70816
Michael A. Campesi, Sr.	52410 Clark Road White Castle, LA 70788
Patrick O. Campesi	52410 Clark Road White Castle, LA 70788

#### **ARTICLE VIII OFFICERS**

The Officers of the Association shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
Robert W. Daigle	President
John M. Enquist	Vice President
Michael A. Campesi, Sr.	Secretary
Patrick O. Campesi	Treasurer

#### **ARTICLE IX INCORPORATOR**

The name and address of the incorporator of the Association is: Charles A. Landry, 8555 United Plaza Blvd., 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809.

#### **ARTICLE X REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be located at 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Louisiana 70809. The registered agent upon whom service of process may be effected for the Association shall be Charles A. Landry. The registered agent's address is 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Louisiana 70809. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

#### **ARTICLE XI BYLAWS**

The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five

percent (75%) of the Board of Directors subject to the approval of Owners representing not less than seventy-five percent (75%) of the total number of Commercial Lots and commercial units in Americana.

#### ARTICLE XII AMENDMENT TO ARTICLES OF INCORPORATION

A. The Articles may be amended by the vote of Owners representing not less than seventy-five (75%) of the total number of Commercial Lots and units in Americana present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Property may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana.

#### ARTICLE XIII ASSESSMENTS AND FUNDS

A. All Assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through Assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments of the Property, and may be handled or distributed as the Board of Directors in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

#### ARTICLE XIV INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.



THUS DONE AND PASSED, before me and in the presence of the undersigned competent witnesses, at  
Baton Rouge, Louisiana, on the date and year first above written, after due reading of the whole.

WITNESSES:

INCORPORATOR:

Name: [Signature]

[Signature]  
CHARLES A. LANDRY

Name: Karen Bassman

Linda C. Mabile

NOTARY PUBLIC

Printed Name of Notary Public: LINDA C. MABILE

Notary Public or Bar Roll No. 5827

My Commission expires on at death

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge, Louisiana, on this 24 day of April, 2012, personally came and appeared, Charles A. Landry, who declared and acknowledged in the presence of the undersigned competent witnesses, that he is the person who is designated in the foregoing instrument as the registered agent of the Association, that his signature hereof is his own true and genuine signature and that he accepted such designation of his own free will and accord, and for the uses, purposes and consideration therein expressed.

THUS DONE AND PASSED on the day and year first above written, in the presence of the undersigned Notary and witnesses, who have hereunto subscribed their names, together with said appearer after due reading of the whole.

WITNESSES:

Name: Samuel Martin

Name: KAREN PASSMAN

REGISTERED AGENT:

CHARLES A. LANDRY

Linda C. Matule  
NOTARY PUBLIC

Printed Name of Notary Public: LINDA C. MABILE  
Notary Public or Bar Roll No. 5827  
My Commission expires on at death

EXHIBIT D  
INITIAL FORM OF BYLAWS OF RESIDENTIAL ASSOCIATION  
BYLAWS  
OF  
AMERICANA RESIDENTIAL ASSOCIATION, INC.

These are the Bylaws of Americana Residential Association, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Americana to which these Bylaws are attached as **Exhibit "D"**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

ARTICLE I  
GENERAL

**Section 1. Applicability.** These Bylaws provide for the governance of that certain traditional neighborhood development known as "Americana" located in the City of Zachary, Parish of East Baton Rouge, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana. These Bylaws shall apply only to those Owners of Residential Lots in Americana.

**Section 2. Compliance.** Every Owner of a Residential Lot in Americana and all those subject to the Residential Restrictions contained in Article 7 of the Declaration shall comply with these Bylaws.

**Section 3. Office.** The office of the Association and the Board of Directors of the Association shall be located at Americana or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II  
OWNERS ASSOCIATION

**Section 1. Composition.**

(a) There shall be two (2) types of membership in the Association: Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners of Residential Lots and those Owners of residential units located in a Mixed Use Lot., acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Founder, as defined in the Declaration, until termination of the Class "B" membership, as set forth in the Declaration. After termination of the Class "B" membership, the Association shall consist only of Class "A" Members.

(b) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering Americana, establishing the means and methods of collecting assessments and charges, arranging for the management of Americana and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

**Section 2. Annual Meetings.** The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Founder shall be a Class "B" Member of the Association, Founder shall be entitled to designate the members of the Board of Directors.

Founder shall select the members of the initial Board of Directors as listed in the Articles of Incorporation.

**Section 3. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 4. Special Meetings.**

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Residential Lots and units in Americana. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class "B" membership, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Founder shall resign, and the Owners, including Founder if Founder owns one or more Residential Lots, shall thereupon elect successor members of the Board of Directors.

**Section 5. Notice of Meetings.** The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than sixty (60) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to been given upon delivery, or if the notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

**Section 6. Quorum and Adjournment of Meetings.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of Lots and units shall constitute a quorum at any meeting of the Association.

If at any meeting of the Association a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

**Section 7. Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (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 or appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

**Section 8. Title to Lots.** Title to a Residential Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Residential Lots in Americana in its own name, but only if the unanimous consent of the Members of the Association is obtained.

**Section 9. Voting.** Voting at all meetings of the Association shall be exercised by the Voting Members, unless otherwise set forth in the Declaration. Each Owner shall be entitled to vote based on the number of Lots and/or units such Owner owns in Americana. Each Lot and unit shall be entitled to one (1) vote. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, the owners of more than forty percent (40%) of the total number of Lots or units in Americana voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Founder owns or holds title to one or more Lots or units, Founder shall have the right at any meeting of the Association to cast the vote of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien and privilege against his Residential Lot as a result of the Owner's failure to pay any Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

**Section 10. Amendment of Bylaws.** These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the members of the Board of Directors, subject to the approval of the Owners representing not less than seventy-five (75%) percent of the total number of Residential Lots and units in Americana.

**Section 11. Proxies.** A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Founder. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Residential Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Founder.

The Board of Directors shall be composed of seven (7) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Founder. The seven (7) person Board shall consist of Owners elected from the Residential Lots or units.

The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast five (5) votes per seat being filled.

**Section 2. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Americana; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the Assessments of Owners.

(b) make assessments against Owners to defray the costs and expenses of Americana, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the General Assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of all of the Commons and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Commons and provide service for Americana and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Americana.

(e) collect the Assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of Americana.

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and improvements to or alterations of Americana, and repairs to and restoration of Americana, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners of Lots or otherwise provided for in these Bylaws.

(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting Americana and the administration of Americana specifying the expenses of maintenance and repair of the Commons and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of Americana or an Owner. The cost of such audit shall included in the General Assessment.

(m) notify a Mortgagee of any default hereunder by the Owner of the Residential Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of Americana when required in connection with the operation, care, upkeep and maintenance of the Commons, provided, however, that the consent of Owners representing at least seventy-five (75%) of the total number of Lots and units in Americana, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(o) acquire, hold and dispose of Lots and Commons and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

### **Section 3. Election and Term of Office.**

(a) The term of the initial directors appointed by Founder shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of three (3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of three (3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

### **Section 4. Removal or Resignation of Members of the Board of Directors.**

Except with respect to Directors designated by Founder, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.

**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" membership, Founder shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Founder.

**Section 6. Organization Meeting.** The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected

members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

**Section 9. Waiver of Notice.** Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the 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 of Directors. 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.

**Section 11. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 12. Action Without 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 members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting in such capacity.

**Section 14. Fidelity Bonds.** The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, directors, and employees of the Association who handle or are responsible for Americana funds. The premiums on such bonds shall be paid as part of the General Assessment. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

**Section 15. No Liability of the Board of Directors, Officers, Owners, Association.**

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Association shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Association and



shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as part of the General Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commons or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commons. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commons or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

**Section 16. Common or Interested Directors.** Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of Americana. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including Founder) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

**Section 17. Committees.** The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

## ARTICLE IV

### OFFICERS

**Section 1. Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without

limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Secretary.** Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the manager, in such depositories as may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 7. Vice President and Other Officers.** In the event the Board of Directors appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

**Section 8. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

## ARTICLE V

### OPERATION OF THE PROPERTY

**Section 1. Determination of Common Expenses and Common Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commons, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by General Assessment by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Americana and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the General Assessment and any Special Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Assessment.

(c) **Assessment and Payment of Common Expenses.** Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of Americana set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article 13 of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such Assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Assessments and shall be payable either (1) in full with payment of the next monthly Assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their Assessments, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(ii) Founder, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an "***initial capital payment***" equivalent to three times the estimated monthly Assessment for such Lot. Founder shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

**Section 2. Collection of Assessments.** The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 3. Statement of Common Expenses.** The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Assessments due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## ARTICLE VII

### MISCELLANEOUS

**Section 1. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

**Section 5. Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.

**EXHIBIT E**  
**INITIAL FORM OF BYLAWS OF COMMERCIAL ASSOCIATION**  
**BYLAWS**  
**OF**  
**AMERICANA COMMERCIAL ASSOCIATION, INC.**

These are the Bylaws of Americana Commercial Association, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Americana to which these Bylaws are attached as **Exhibit "E"**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

**ARTICLE I**

**GENERAL**

**Section 1. Applicability.** These Bylaws provide for the governance of that certain traditional neighborhood development known as "Americana" located in the City of Zachary, Parish of East Baton Rouge, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana. These Bylaws shall apply only to those Owners of Commercial Lots in Americana.

**Section 2. Compliance.** Every Owner of a Commercial Lot in Americana and all those subject to the Commercial Restrictions contained in Article 8 of the Declaration shall comply with these Bylaws.

**Section 3. Office.** The office of the Association and the Board of Directors of the Association shall be located at Americana or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II**

**OWNERS ASSOCIATION**

**Section 1. Composition.**

(a) There shall be two (2) types of membership in the Association: Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners of Commercial Lots and those Owners of commercial units located in a Mixed Use Lot., acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Founder, as defined in the Declaration, until termination of the Class "B" membership, as set forth in the Declaration. After termination of the Class "B" membership, the Association shall consist only of Class "A" Members.

(c) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering Americana, establishing the means and methods of collecting assessments and charges, arranging for the management of Americana and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

**Section 2. Annual Meetings.** The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Founder shall be a Class "B" Member of the Association, Founder shall be entitled to designate the members of the Board of Directors. Founder shall select the members of the initial Board of Directors as listed in the Articles of Incorporation.

**Section 3. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 4. Special Meetings.**

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Commercial Lots and units in Americana. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class "B" membership, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Founder shall resign, and the Owners, including Founder if Founder owns one or more Commercial Lots, shall thereupon elect successor members of the Board of Directors.

**Section 5. Notice of Meetings.** The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than sixty (60) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to have been given upon delivery, or if the notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

**Section 6. Quorum and Adjournment of Meetings.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of Lots and units shall constitute a quorum at any meeting of the Association.

If at any meeting of the Association a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

**Section 7. Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (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 or appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

**Section 8. Title to Lots and Commercial Parcels.** Title to a Commercial Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Commercial Lots in Americana in its own name, but only if the unanimous consent of the Members of the Association is obtained.

**Section 9. Voting.** Voting at all meetings of the Association shall be exercised by the Voting Members, unless otherwise set forth in the Declaration. Each Owner shall be entitled to vote based on the number of Lots and/or units such Owner owns in Americana. Each Lot and unit shall be entitled to one (1) vote. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, the owners of more than forty percent (40%) of the total number of Lots or units in Americana voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Founder owns or holds title to one or more Lots or units, Founder shall have the right at any meeting of the Association to cast the vote of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien and privilege against his Commercial Lot as a result of the Owner's failure to pay any Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

**Section 10. Amendment of Bylaws.** These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the members of the Board of Directors, subject to the approval of the Owners representing not less than seventy-five (75%) percent of the total number of Commercial Lots and units in Americana.

**Section 11. Proxies.** A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Founder. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Commercial Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Founder.

The Board of Directors shall be composed of seven (7) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Founder. The seven (7) person Board shall consist of Owners elected from the Commercial Lots or units.

The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast five (5) votes per seat being filled.

**Section 2. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Americana; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the Assessments of Owners.

(b) make assessments against Owners to defray the costs and expenses of Americana, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the General Assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of all of the Commercial Commons and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Commercial Commons and provide service for Americana and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Americana.

(e) collect the Assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of Americana.

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and improvements to or alterations of Americana, and repairs to and restoration of Americana, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners of Lots or otherwise provided for in these Bylaws.

(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting Americana and the administration of Americana specifying the expenses of maintenance and repair of the Commercial Commons and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of Americana or an Owner. The cost of such audit shall be included in the General Assessment.



(m) notify a Mortgagee of any default hereunder by the Owner of the Commercial Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of Americana when required in connection with the operation, care, upkeep and maintenance of the Commercial Commons, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots and units in Americana, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(o) acquire, hold and dispose of Lots and Commercial Commons and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

### **Section 3. Election and Term of Office.**

(a) The term of the initial directors appointed by Founder shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of three (3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of three (3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

### **Section 4. Removal or Resignation of Members of the Board of Directors.**

Except with respect to Directors designated by Founder, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.

### **Section 5. Vacancies.**

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" membership, Founder shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Founder.

**Section 6. Organization Meeting.** The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

**Section 9. Waiver of Notice.** Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the 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 of Directors. 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.

**Section 11. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 12. Action Without 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 members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting in such capacity.

**Section 14. Fidelity Bonds.** The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, directors, and employees of the Association who handle or are responsible for Americana funds. The premiums on such bonds shall be paid as part of the General Assessment. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

**Section 15. No Liability of the Board of Directors, Officers, Owners, Association.**

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of

the Association. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Association shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Association and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as part of the General Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commercial Commons or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commercial Commons. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commercial Commons or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

**Section 16. Common or Interested Directors.** Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of Americana. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including Founder) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

**Section 17. Committees.** The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

## ARTICLE IV

### OFFICERS

**Section 1. Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Secretary.** Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the manager, in such depositories as may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 7. Vice President and Other Officers.** In the event the Board of Directors appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

**Section 8. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

## ARTICLE V

### OPERATION OF THE PROPERTY

**Section 1. Determination of Common Expenses and Common Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commercial Commons, and the cost of

wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by General Assessment by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Americana and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the General Assessment and any Special Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Assessment.

(c) **Assessment and Payment of Common Expenses.** Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of Americana set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article 13 of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such Assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Assessments and shall be payable either (1) in full with payment of the next monthly Assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their Assessments, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(ii) Founder, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an "***initial capital payment***" equivalent to three times the estimated monthly Assessment for such Lot. Founder shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the

monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

**Section 2. Collection of Assessments.** The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 3. Statement of Common Expenses.** The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Assessments due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## ARTICLE VII

### MISCELLANEOUS

**Section 1. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

**Section 5. Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.

EXHIBIT F  
INITIAL FORM OF  
ARTICLES OF INCORPORATION OF AMERICANA INSTITUTE, INC.  
ARTICLES OF INCORPORATION  
OF  
AMERICANA INSTITUTE, INC.

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before the undersigned Notary Public, personally came and appeared CHARLES A. LANDRY, a resident of and domiciled in East Baton Rouge Parish, Louisiana, of the full age of majority, who declared before me, in the presence of the undersigned competent witnesses, that, availing himself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 *et seq.*) (the "Act") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

ARTICLE I  
NAME

The name of the corporation shall be **Americana Institute, Inc.**

ARTICLE II  
DEFINITIONS

As used in these Articles of Incorporation, hereinafter referred to as the "Articles", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "Institute" means the non-profit corporation created by these Articles.
- B. "Americana" means the traditional neighborhood development established by the Declaration (defined herein).
- C. "Property" means the immovable property described in Exhibit "A" attached to the Declaration, and the buildings and other improvements now or hereafter constructed thereon, all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- D. "Declaration" means that instrument entitled "**Declaration of Covenants, Conditions, Restrictions and Servitudes for Americana**", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of East Baton Rouge Parish, Louisiana. These Articles are attached as Exhibit "F" to the Declaration.
- E. "Founder" means **Daigle Americana Development, L.L.C.**, a Louisiana limited liability company, and its successors and assigns; provided, however, that no such assignment shall make any assignee the "Founder" for purposes hereof unless such assignment is an assignment of all of Founder's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Founder under the Declaration from and after the date of the assignment.
- F. "Member" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Institute.
- G. "Owner" means the owner(s) of record title to a Lot or unit on the Property.

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

### **ARTICLE III PURPOSE**

The Institute is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Institute is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

### **ARTICLE IV DURATION**

The Institute shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

### **ARTICLE V POWERS**

The powers of the Institute shall include the following:

- A. To operate and manage the Institute for the use and benefit of the Owners.
- B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.
- C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.
- D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Institute as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
  1. To adopt and amend bylaws;
  2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Institute Assessments from Owners;
  3. To hire and terminate managing agents and other employees, agents and independent contractors;
  4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Institute;
  5. To make contracts and incur liabilities;
  6. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
  7. To impose charges for later payment of assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration and Bylaws and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;
  8. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid assessments;
  9. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
  10. To enter into management agreements for the operation and administration of the Institute, and to manage the Institute;
  11. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Institute; and
  12. To exercise any other powers necessary and proper for the governance and operation of the Institute.



The powers of the Institute shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### **ARTICLE VI MEMBERSHIP**

The qualification of Members, manner of admission, and voting rights shall be as follows:

- A. The Institute is organized on a non-stock basis.
- B. Class "A" Members shall consist exclusively of all Owners of Lots and units in Americana, and no other person or other entity shall be entitled to Class "A" membership.
- C. The Class "B" Member shall consist exclusively of the Founder, and no other person or other entity shall be entitled to Class "B" membership.
- D. After the Declaration has been recorded, a change in membership of the Institute shall be established by recording in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Institute of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.
- D. The interest of any Member in the Institute and the shares of a Member in the funds and assets of the Institute and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.
- E. The voting rights of the Members shall be determined in accordance with the provisions of the Declaration and the Bylaws.

#### **ARTICLE VII BOARD OF DIRECTORS**

The affairs of the Institute shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Institute existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Robert W. Daigle	1100 Camellia Blvd. Suite 200 Lafayette, LA 70508
John M. Engquist	11100 Mead Road, Suite 200 Baton Rouge, LA 70816
Michael A. Campesi, Sr.	52410 Clark Road White Castle, LA 70788
Patrick O. Campesi	52410 Clark Road White Castle, LA 70788

#### **ARTICLE VIII OFFICERS**

The Officers of the Institute shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer

and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
Robert W. Daigle	President
John M. Engquist	Vice President
Michael A. Campesi, Sr.	Secretary
Patrick O. Campesi	Treasurer

#### **ARTICLE IX INCORPORATOR**

The name and address of the incorporator of the Institute is: Charles A. Landry, 8555 United Plaza Blvd., 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809.

#### **ARTICLE X REGISTERED OFFICE AND AGENT**

The registered office of the Institute shall be located at 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809. The registered agent upon whom service of process may be effected for the Institute shall be Charles A. Landry. The registered agent's address is 8555 United Plaza Boulevard, 5<sup>th</sup> Floor, Baton Rouge, Louisiana 70809. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

#### **ARTICLE XI BYLAWS**

The Institute shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five percent (75%) of the Board of Directors subject to the approval of Owners representing not less than seventy-five percent (75%) of the total number of Lots and units in Americana.

#### **ARTICLE XII AMENDMENT TO ARTICLES OF INCORPORATION**

A. The Articles may be amended by the vote of Owners representing not less than seventy-five (75%) of the total number of Lots and units in Americana present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the Institute Assessment to be levied against any Member for the operation and maintenance of the Institute may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana.

**ARTICLE XIII  
ASSESSMENTS AND FUNDS**

A. All assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Institute to pay for the costs of maintaining and operating the Property. The Institute shall have no interest in any funds received by it through assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Institute shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Institute from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments of the Property, and may be handled or distributed as the Board of Directors in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Institute, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

**ARTICLE XIV  
INDEMNIFICATION**

Every director and every officer of the Institute shall be indemnified by the Institute against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Institute, or any settlement thereof, whether or not he is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Institute; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Institute. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.

THUS DONE AND PASSED, before me and in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date and year first above written, after due reading of the whole.

**WITNESSES:**

**INCORPORATOR:**

\_\_\_\_\_  
**CHARLES A. LANDRY**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Printed Name of Notary Public: \_\_\_\_\_  
Notary Public or Bar Roll No. \_\_\_\_\_  
My Commission expires on \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned Notary Public, in and for the Parish of East Baton Rouge, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally came and appeared, Charles A. Landry, who declared and acknowledged in the presence of the undersigned competent witnesses, that he is the person who is designated in the foregoing instrument as the registered agent of the Institute, that his signature hereof is his own true and genuine signature and that he accepted such designation of his own free will and accord, and for the uses, purposes and consideration therein expressed.

**THUS DONE AND PASSED** on the day and year first above written, in the presence of the undersigned Notary and witnesses, who have hereunto subscribed their names, together with said appearer after due reading of the whole.

**WITNESSES:**

**REGISTERED AGENT:**

Name: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES A. LANDRY**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Printed Name of Notary Public: \_\_\_\_\_

Notary Public or Bar Roll No. \_\_\_\_\_

My Commission expires on \_\_\_\_\_

**EXHIBIT G**  
**INITIAL FORM OF BYLAWS OF AMERICANA INSTITUTE, INC.**  
**BYLAWS**  
**OF**  
**AMERICANA INSTITUTE, INC.**

These are the Bylaws of Americana Institute, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Americana to which these Bylaws are attached as **Exhibit "G"**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

**ARTICLE I**

**GENERAL**

**Section 1. Applicability.** These Bylaws provide for the governance of that certain traditional neighborhood development known as "Americana" located in the City of Zachary, Parish of East Baton Rouge, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana. These Bylaws shall apply to Owners of Lots in Americana.

**Section 2. Compliance.** Every Owner of a Lot in Americana and all those subject to the Declaration shall comply with these Bylaws.

**Section 3. Office.** The office of the Institute and the Board of Directors of the Institute shall be located at Americana or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II**

**OWNERS INSTITUTE**

**Section 1. Composition.**

(a) There shall be two (2) types of membership in the Institute: Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners of Lots, acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Founder, as defined in the Declaration, until termination of the Class "B" membership, as set forth in the Declaration. After termination of the Class "B" membership, the Institute shall consist only of Class "A" Members.

(d) For all purposes, the Institute shall act merely as an agent for the Owners as a group. The Institute shall have the responsibility of administering Americana, establishing the means and methods of collecting Institute Assessments and charges, arranging for the management of Americana and performing all other acts that may be required or permitted to be performed by the Institute by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Institute, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

**Section 2. Annual Meetings.** The annual meeting of the Institute shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Founder shall be a Class "B" Member of the Institute, Founder shall be entitled to designate the members of the Board of Directors. Founder shall select the members of the initial Board of Directors as listed in the Articles of Incorporation.

**Section 3. Place of Meetings.** Meetings of the Institute shall be held at the principal office of the Institute or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 4. Special Meetings.**

(a) The President shall call a special meeting of the Institute if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Lots and units in Americana. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class "B" membership, a special meeting of the Institute shall be held at which all of the members of the Board of Directors designated by Founder shall resign, and the Owners, including Founder if Founder owns one or more Lots, shall thereupon elect successor members of the Board of Directors.

**Section 5. Notice of Meetings.** The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than sixty (60) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to have been given upon delivery, or if the notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Institute.

**Section 6. Quorum and Adjournment of Meetings.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of Lots and units shall constitute a quorum at any meeting of the Institute.

If at any meeting of the Institute a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

**Section 7. Order of Business.** The order of business at all meetings of the Institute shall be as follows:

- (a) Roll call.
- (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 or appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

**Section 8. Title to Lots.** Title to a Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Institute may acquire, hold and transfer full legal title to one or more Lots in Americana in its own name, but only if the unanimous consent of the Members of the Institute is obtained.

**Section 9. Voting.** Voting at all meetings of the Institute shall be exercised by the Voting Members, unless otherwise set forth in the Declaration. Each Owner shall be entitled to

vote based on the number of Lots and/or units such Owner owns in Americana. Each Lot and unit shall be entitled to one (1) vote. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Institute.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, the owners of more than forty percent (40%) of the total number of Lots or units in Americana voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Institute. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Founder owns or holds title to one or more Lots or units, Founder shall have the right at any meeting of the Institute to cast the vote of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Institute or be elected to or serve on the Board of Directors if the Institute has perfected a lien and privilege against his Lot as a result of the Owner's failure to pay any Institute Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

**Section 10. Amendment of Bylaws.** These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the members of the Board of Directors, subject to the approval of the Owners representing not less than seventy-five percent (75%) of the total number of Lots and units in Americana.

**Section 11. Proxies.** A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Founder. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Institute and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Institute. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Number and Qualification.** The affairs of the Institute shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Founder. The Board of Directors shall be composed of seven (7) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Founder. The seven (7) person Board shall consist of Owners elected from the Lots or units. The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast five (5) votes per seat being filled.

**Section 2. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Institute and may do all such acts and things as are not required to be exercised and done by the Institute or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Americana; provided, however, that such Rules and Regulations shall not be in

conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Institute that may hereafter be adopted, the Board of Directors shall on behalf of the Institute:

(a) prepare an annual budget in which there shall be established the Institute Assessments of Owners.

(b) make Institute Assessments against Owners to defray the costs and expenses of the Institute, establish the means and methods of collecting such Institute Assessments from the Owners and establish the period of the installment payment of the Institute Assessment. Unless otherwise determined by the Board of Directors, the annual Institute Assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation of the Institute.

(d) designate, hire and dismiss the personnel necessary for the operation of the Institute and provide services for Americana and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Americana.

(e) collect the Institute Assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Institute.

(f) open bank accounts on behalf of the Institute and designate the signatories thereon.

(g) make, or contract for the provision of services for the Institute, in accordance with these Bylaws.

(h) enforce by legal means the provisions of the Declaration and these Bylaws.

(i) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(j) pay the cost of all authorized services rendered to the Institute and not charged to Owners of Lots or otherwise provided for in these Bylaws.

(k) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Institute and the administration of the Institute specifying the expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of Americana or an Owner. The cost of such audit shall be included in the Institute Assessment.

(l) notify a Mortgagee of any default hereunder by the Owner of the Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(m) borrow money on behalf of the Institute when required in connection with the operation of the Institute, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots and units in Americana, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(n) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Institute.



**Section 3. Election and Term of Office.**

(a) The term of the initial directors appointed by Founder shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of three (3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of three (3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Institute except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

**Section 4. Removal or Resignation of Members of the Board of Directors.**

Except with respect to Directors designated by Founder, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.

**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Institute. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" membership, Founder shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Founder.

**Section 6. Organization Meeting.** The first meeting of the Board of Directors following the annual meeting of the Institute shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Institute at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

**Section 9. Waiver of Notice.** Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the 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 of Directors. 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.

**Section 11. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 12. Action Without 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 members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 13. Compensation.** No Director shall receive any compensation from the Institute for acting in such capacity.

**Section 14. Fidelity Bonds.** The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Institute Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, directors, and employees of the Institute who handle or are responsible for Americana funds. The premiums on such bonds shall be paid as part of the Institute Assessment. Such fidelity bonds shall: (i) name the Institute as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

**Section 15. No Liability of the Board of Directors, Officers, Owners, Institute.**

(a) The officers and members of the Board of Directors shall not be liable to the Institute for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Institute shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Institute unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Institute. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Institute shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Institute and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Institute, shall be personally liable for any obligation of the Institute.

(b) The Institute shall not be liable for any failure of water supply or other services to be obtained by the Institute or paid for as part of the Institute Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commons or from any pipe, drain, conduit, appliance or equipment. The Institute shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commons. No diminution or abatement of any Institute Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commons or from any action taken by the Institute to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

**Section 16. Common or Interested Directors.** Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of Americana. No contract or other transaction between the Institute and any of its directors, or between the Institute and any corporation, firm or Institute (including Founder) in which any of the directors of the Institute are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Institute at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

**Section 17. Committees.** The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Institute.

## ARTICLE IV

### OFFICERS

**Section 1. Designation.** The principal officers of the Institute shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors.

**Section 2. Election of Officers.** The officers of the Institute shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Institute, preside at all meetings of the Institute and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Institute.

**Section 5. Secretary.** Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Institute and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Institute funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Institute or the manager, in such depositories as may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 7. Vice President and Other Officers.** In the event the Board of Directors appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

**Section 8. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Institute for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer who is also a member of the Board of Directors shall receive any compensation from the Institute for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

## ARTICLE V

### OPERATION OF THE PROPERTY

**Section 1. Determination of Institute Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Institute shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Institute containing an estimate of the total amount considered necessary to pay the cost of operations for the Institute, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by Institute Assessment by the Declaration, these Bylaws or a resolution of the Institute and which will be required during the ensuing fiscal year for the administration and operation of the Institute and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the Institute Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Institute Assessment. The budget must be approved by the Residential Association prior to submission to the Owners.

(c) **Institute Assessment.** Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of the Institute set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article 13 of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such Institute Assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Institute Assessments for such fiscal year actually incurred and paid, together with a

tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's Institute Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Institute Assessments and shall be payable either (1) in full with payment of the next monthly Institute Assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's Institute Assessment, the Board of Directors may at any time levy a further Institute Assessment, which shall be assessed against the Owners according to their Institute Assessments, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further Institute Assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further Institute Assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further Institute Assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further Institute Assessment is not payable in installments, the amount of such Institute Assessment. Such Institute Assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Institute Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(ii) Founder, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an ***"initial capital payment"*** equivalent to three times the estimated monthly Institute Assessment for such Lot. Founder shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Institute.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Institute Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

**Section 2. Collection of Institute Assessments.** The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any Institute Assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 3. Statement of Common Expenses.** The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Institute Assessments due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## ARTICLE VII

### MISCELLANEOUS

**Section 1. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or

otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Institute, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

**Section 5. Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.

**EXHIBIT H**  
**URBAN REGULATING STANDARDS**





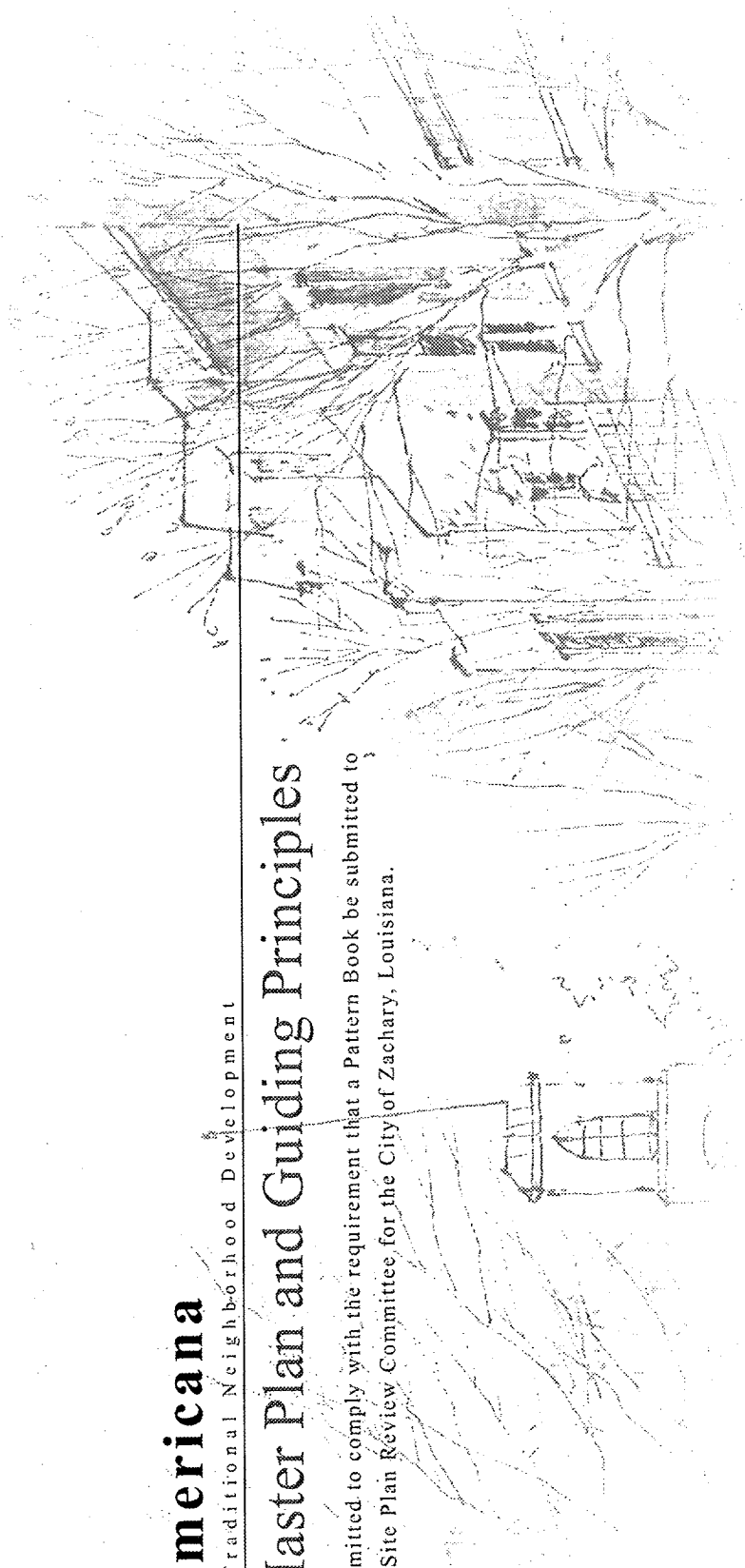


# Americana

A Traditional Neighborhood Development

## Master Plan and Guiding Principles

Submitted to comply with the requirement that a Pattern Book be submitted to the Site Plan Review Committee for the City of Zachary, Louisiana.



ARCHITECTS  
SOUTHWEST

**Americana**

*A Traditional Neighborhood Development*

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Zachary, Louisiana

Master Plan and Guiding Principles

FINAL DRAFT



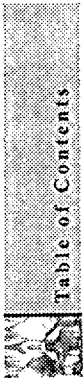
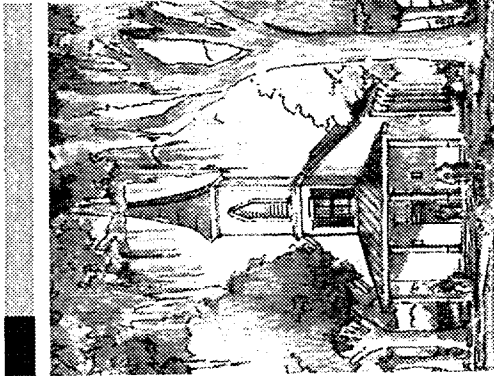
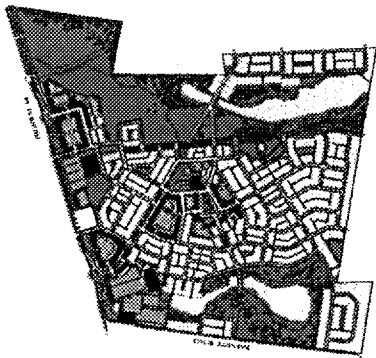


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Americana - Master Plan and Guiding Principles

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Americana

A Traditional Neighborhood Development

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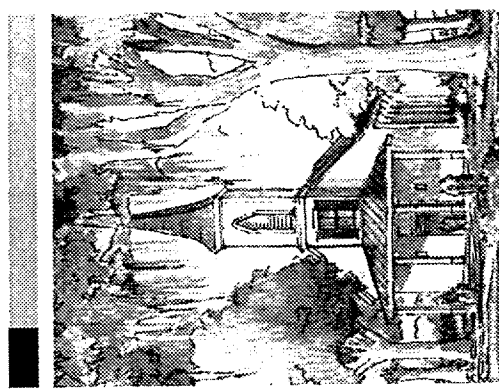
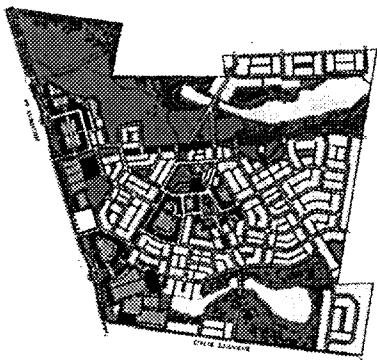
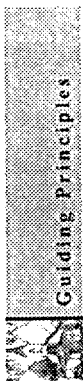
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Zachary, Louisiana

Master Plan and Guiding Principles



FINAL DRAFT



THE FUNDAMENTALS OF NEW URBANISM

The method in which so many of our local ordinances are actualized effects every aspect of our daily lives and, therefore, directly affects our human behavior. Americana believes that our built environment not only affects the visual aspects of our life, but allow the patterns and types of choices we make as a result. This direct interdependence to the access of our daily, individual "life essentials" is worthy of monumental consideration.

Human response has been conditioned over the last fifty years to revolve around the automobile. While this has afforded great convenience, it has also managed to take the "humanness" out of our communities and civility out of our lives. The complexity of healthy town planning requires a thorough and diverse approach to properly address the process of problem identification and appropriate solution orientation.

DESIGN PRINCIPLES

The best examples of developments that offer a sense of security, human relevance and comfort to the resident are found in older towns - more specifically, small Southern towns. The way these small towns developed more than one hundred years ago were a matter of what made sense; what best accommodated the daily life of the individual. These towns were not concerned with the demands of the automobile but with the simple needs of the person.

Public gathering places, front porches and tree lined sidewalks emerged not from zoning ordinances but as obvious needs to be fulfilled. There were no case studies or paradigms to guide our fore-fathers in the planning of their community; they used common sense. They sought to find direct solutions to address the daily life functions of the people as well as to find relief from the climatic conditions of the region. They then constructed these structures in such a fashion to remain timelessly pleasing to the eye.

THE MASTER PLAN

The Master Plan of Americana seeks to define the community by means of strategies, drawings, and covenants. The Master Plan is the framework from which all growth shall be defined and nurtured. The purpose for such documents is to ensure that the original intent of the community is maintained throughout its construction, thereby stabilizing the historical integrity and functional continuity of the town.

The drawings will illustrate the standardized governing architectural styles and scale for the different types of structures. Any variations would be allowed only upon review by an architectural Design Review Board. The intent is not to create "cookie cutter" housing by any means, but rather to reflect a regional and historical benchmark.

Street sections and utility requirements will also be addressed in the drawings and in the covenants. Street sections refer to the spatial relationships of the buildings to the sidewalk, the trees to the road and ultimately to the pedestrian. Waivers and variances on the typical local setbacks are adopted to further enhance the character of the community.

Plazas, public buildings and parks will be an integral part of the Master Plan. Some plazas will serve as additional parking while other squares will remain strictly pedestrian. The public buildings and gathering halls will service social, cultural and religious activities or can be reserved by individuals for private use by the residents. Parks and linear green space will be woven within the development lending themselves to diversity and security.

THE CODE

This Document, as a guideline, is intended to outline the requirements for a new traditional neighborhood community. The East Baton Rouge Parish and City of Baton Rouge Planning Commissions will need to coordinate the required variances to its current zoning/planning criteria with this document and review them with the planner.

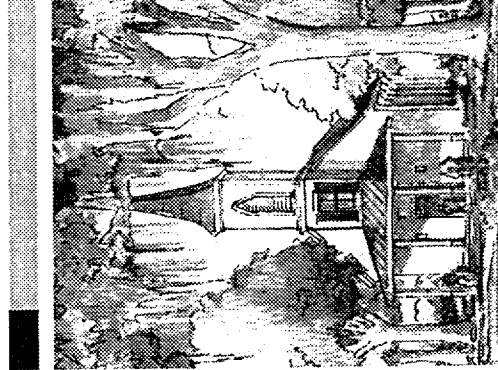
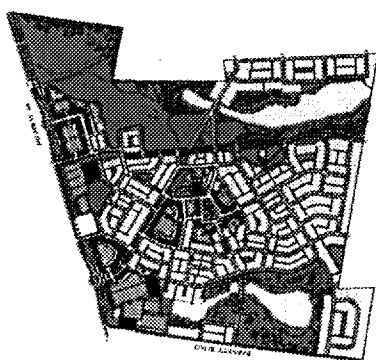
To the extent this ordinance does not specifically address components or requirements of the zoning and/or land use ordinances of the Parish, the existing ordinances shall control. To the extent there is a conflict, these requirements shall control. It being understood that these requirements shall be deemed approved assembly of products waivers on conflicting requirements provided by existing Parish ordinances.

The codes adopted for the neo-traditional community are specific to the indigenous character of this development ensuring continuity and harmony. Most municipalities have utility and setback regulations based on the old subdivision models of the 1940's and 50's. These regulating standards will not support the neo-traditional model and must be revised.

Some of the elements that are universally addressed in the master planning phase are the control of building techniques, materials, on street parking and utility line placement. Equally as important is the flow of traffic through a network of interconnecting street grids. The idea is to eliminate dead-end roads and cul-de-sacs which limit access and breed confusion.

The disbursement of housing types will be of prime consideration. Affordable housing will not be placed in tracts or segregated locations. Instead, alternative options such as garage apartments rentals or apartments over retail or office spaces will be allowed. This mixed use code structure will allow for flexibility as well as provide unique opportunities for single income housing.





As used in this Design Code, any capitalized terms not defined below shall have the meanings indicated in the Declaration of Covenants, such definitions being incorporated herein and made a part hereof. In addition, the following terms shall have the meanings indicated below:

THE TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

- 1) The traditional neighborhood shares the following conventions:
  - a) The neighborhood is physically understood and limited in scale.
  - b) Residences, shops, workplaces and civic buildings are located in the neighborhood all in close proximity.
  - c) A hierarchy of streets serve the needs of the pedestrians and the automobile equitably.
  - d) Physically defined squares and parks provide places for formal social activity and recreation.
  - e) Private buildings on a clear edge delineate the public space from the block interior.
  - f) Civic buildings and squares reinforce the elements of the neighborhood becoming symbolic of community identity and providing places of purposeful assembly for social, cultural, and religious activities.

2) Traditional neighborhoods promote social objectives.

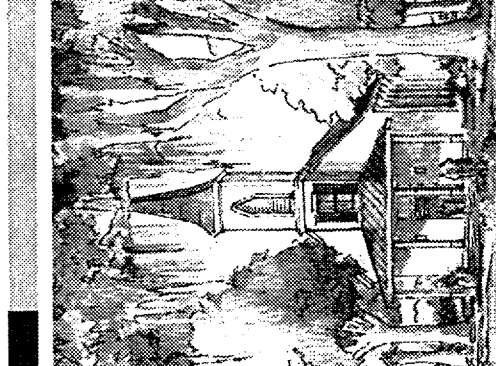
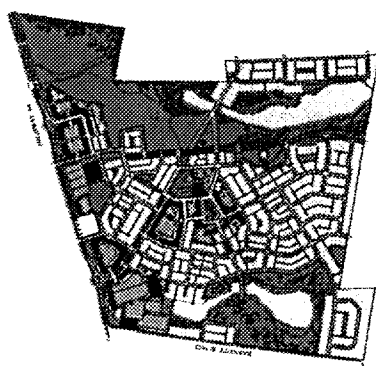
- a) By bringing within walking distances most of the activities of daily living, including dwelling, shopping and working: the elderly and the young gain independence of movement.
- b) By reducing the number and length of automotive trips, traffic congestion is minimized and road construction is limited.  
By organizing appropriate building densities public transit becomes a viable alternative to the automobile.
- c) By providing defined public spaces such as streets and squares, citizens come to know each other and to watch over their collective security.
- d) By providing a full range of housing types and work places, age and economic class are integrated and the bonds of an authentic community are formed.
- e) By providing suitable civic buildings, democratic initiatives are encouraged and the balanced evolution of society is secured.

SPECIAL DEFINITIONS

- \* Important: Read these definitions before an attempt is made to apply these guiding principles.
- Alley:** A traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential units in other than the town center. Other functions include trash removal and utility service. Utilities are usually placed in lanes. Drainage runs to swales with grass areas at the edges of the travel way. Pavement is generally 9 to 10 feet wide with two way "yield street" traffic flow at 15 mph. Windows facing the lane help maintain security. Garage apartments can help provide this added security. (HPE).
- Alley Zone:** The Alley Zone includes the areas between the alley pavement and the rear garden wall or other structure. Landscape improvements in the Alley Zone are an important part of the community and are subject to the requirements of the Landscape Standards. Maintenance of landscaping in the Alley Zone is the responsibility of the adjacent Homeowner.
- Apartments:** A dwelling not coinciding with an individual lot such that the lot is shared with other apartments and/or another use category.
- Auxiliary Structure:** Buildings used for uses other than housing; i.e. greenhouses, garden structures, sheds, etc. The architectural character including colors, details, and materials shall match that of the principle structure.
- Back yard:** (Private Yard) The area(s) that are at the back of a building, normally separated by building and/or garden wall from the street and alley. These areas are generally landscaped for the enjoyment of the individual homeowner and as such, when garden walls are present, are not subject to all of the requirements imposed on the more public landscapes in the community. (Landscape Standards)
- Balustrade:** An entire railing system along the edge of a balcony, including a top rail and its balusters and sometimes a bottom rail.
- Bay:** A part of a structure as a building that is marked off by vertical elements.
- Bay Window:** A recess or opening in a wall, or an extension of a building wing.
- Bikeways:** Thoroughfares dedicated specifically to, or available for, bicycle use. The general network of thoroughfares, if correctly dimensioned, is generally usable by cyclists sharing lanes with motor vehicles moving slowly. Specialized accommodation is required only where the speed of traffic precludes sharing. (Dunay Plater-Zyberk & Company, F2)
- Block:** The aggregate of lots and allies circumscribed by public use tracks, generally streets.

Master Plan and Guiding Principles





**Boulevard/Avenue:** A principal traditional thoroughfare designed to encourage pedestrian mobility and connecting centers within communities. Avenues and boulevards generally serve multiple land uses and have center medians, street trees, sidewalks and parallel parking. Buildings are near the sidewalk to optimize pedestrian access and mobility. Auto mobility is secondary. (HPE)

**Building Cover:** The horizontal land area occupied by a building at finished grade, excluding open porches, loggia, projections, and overhangs of less than two feet.

**Bungalow Court:** A semipublic landscaped area between front yard lot lines for homes that face one another without a street or alley between them. Bungalow courts provide access via sidewalks to the front of homes that do not front on a street.

**BTL:** Built-to-line.

**Carport:** An open air structure with a weatherproof roof to shelter automobile no more than one story in height.

**Chamfered:** A right angle corner cut symmetrically at forty-five degrees.

**Charleston Side Yard:** This is a residential building type that occupies one side of a lot leaving a generous side yard for placement of a garden or providing front access to outbuildings behind. This house type responds to climatic orientation with a one- or two- story porch oriented with respect to prevailing winds and sun. The landscape treatment of side yard area should reflect the importance of the interior-exterior relationship.

**Civic Building Reservation:** The systematic reservation of sites for civic buildings. Civic sites should be associated with honored locations at plazas or squares, or at the termination of vistas. (Duany Plater-Zyberk & Company, M4.4)

**Civic Uses:** Premises used by organizations considered to support the common good and therefore accorded special treatment within traditional neighborhood developments. Civic Uses include educational, cultural, social, service, and religious not-for-profit organizations. (Duany Plater-Zyberk & Company, M4.4)

**Cladding:** Exterior surface material of a building.

**Clapboard Siding:** A siding commonly used as an exterior covering on a building of frame construction applied horizontally and overlapped with the grain running lengthwise, thicker along the lower edge than along the upper edge.

**Classical Proportions:** A series of ratios developed over the course of centuries and believed to result in pleasing proportions for buildings and building elements. Based on Greek and Roman principles, various systems for classical proportions were developed and modified through the centuries. In the United States, there are a number of publications with these principles including *The American Vignola*.

**Classical Orders:** The design of systems of columns and cornices derived from Ancient Roman and Greek precedence defined by the trivialis and modified through the ages by Italian, French, Spanish, and English Architects. This system of columns controls the dimensions of the cornices they carry. Columns within Americana are based upon Claude Perrault's ordinance of the five types of columns are Tuscan, Doric, Ionic, Corinthian and Composite.

**Colonnade:** A roofed structure supported by columns.

**Commercial Street:** Appropriate for commercial buildings at Center and Core Zones. Trees are confined by individual planters, creating a sidewalk of maximum width, with areas accommodating street furniture. (Duany Plater-Zyberk & Company, G1.2)

**Commercial Use:** A general category of building use which includes office, retail, and manufacturing uses but excludes residential, lodging, and civic. (Duany Plater-Zyberk & Company, M4.4)

**Corinthian:** Designating the most ornate of the three classical orders of Architecture marked by a slender fluted column having an ornate bell shaped capital decorated with acanthus leaves.

**Corner Lot:** A lot situated at the juncture of two or more streets.

**Cornice:** An ornamental molding at the meeting of the roof and wall, usually consisting of bed molding, soffit fascia and crown molding.

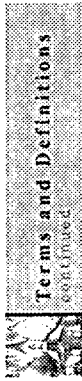
**Cottage House:** A relatively small single family detached house on a small lot, usually with rear loaded parking. Cottage houses can be grouped, facing a mews, small common or green in a court. A cottage court is often, but not always, arranged in a U-shape. Units are separated from the common area only by a sidewalk, path or non-vehicular way. Parking is from rear lanes, alleys or in a common, rear loaded lot. (Zimmerman/Volk Associates, Inc.)

**Courtyard:** An open space surrounded by walls and buildings measured 12'-0" at its minimum depth.

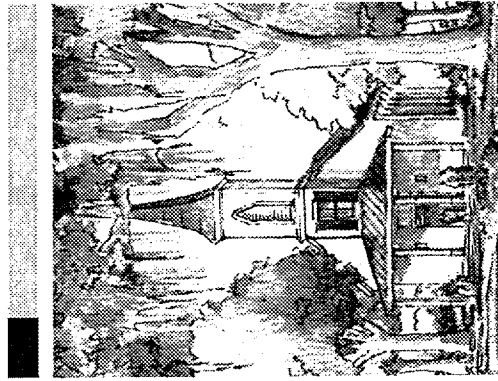
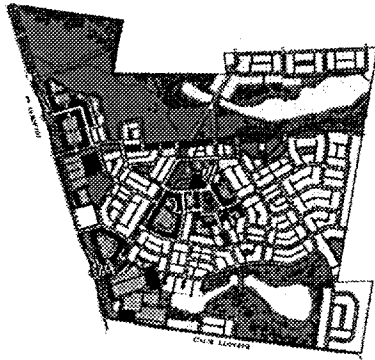
**Courtyard Apartment Building:** A pedestrian oriented equivalent to conventional garden apartments, either for rent or for sale. A courtyard building is three or more stories, and can be combined with nonresidential uses on the ground floor. The building can be configured in a U-shape or open square, with parking integral to the building, below grade, or in an open lot to the rear. The courtyard apartment building has a relatively shallow setback from the street; in town center or urban locations, the structure is built to the sidewalk edge and, to provide privacy and a sense of security, the first living floor is elevated significantly above grade. (Zimmerman/Volk Associates, Inc.)

**Curb Radius:** The curved edge of the street at an intersection measured at the inner edge of the outer most curb.





Terms and Definitions  
continued



General

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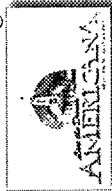
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## Master Plan and Guiding Principles



FINAL DRAFT

**Deck:** Any wooden platform without a solid roof structure.

**Dentil:** One of a series of small rectangular blocks forming an architectural molding or projecting beneath a cornice.

**Dooryard:** The yard outside the front or rear door of a house.

**Doric:** The column and entablature developed by the Dorians Greeks. Sturdy in proportion with a simple cushion capital.

**Dormers:** A structure projecting from a sloping roof usually housing a window or ventilating louver.

**Drive:** A special traditional thoroughfare serving pedestrian mobility, similar to a Street, with developed, urban character on one side and natural area on the other (such as a Playa, wetland or wooded area). Auto mobility is secondary. (HPE)

**Driveway:** A vehicular access way within a private lot connecting a garage to a thoroughfare. (Duany Plater-Zyberk & Company, F6.1)

**DRB:** Design Review Board.

**Eaves:** The lowest overhanging part of sloping roof.

**Edge House:** A large single family detached house designed for an edge or boulevard condition, often with front loaded parking. As with the neighborhood house, the garage, attached or detached, is set well back from the front facade. (Zimmerman/Volk Associates, Inc.)

**Facade:** The front most component of a facade which includes porches, galleries, arcades, etc. used to establish the edge of a setback parallel to a frontage line.

**Fascia:** The wall of a building parallel to and corresponding to a frontage line.

**Fence:** A semi-transparent property edging, 2'-6" to 3'-6" high, made of painted wood, ornamental iron, masonry, a combination of the above, or a hedge generally used to separate the front yard (semi-public) from sidewalk (public) area.

**Footprint:** The total area of structure as measured at the ground level. When enclosed space is located above a porch or cantilevered out from the lower floor, the footprint of heated and cooled space shall include the enclosed space on the upper level.

**Frieze:** A plain or decorated horizontal part of an entablature between the architrave and cornice.

**Frontage Line:** (Right-Of-Way, syn.) The lot line which coincides with the street track.

**Front Yard:** The area between the property line and the front of the house, including the areas on each side back to the garden wall. On corner lots with a side yard that faces the street, the side yard area between the property line and the side of the house and/or garden wall or fence, shall be defined as Front Yard for the purpose of landscape treatments. Front yards, while privately owned and maintained are an important part of the community character and, as such, are strictly regulated by the landscape code.

**Gable:** The vertical triangular portion of the end of a building having a double sloping roof from the level of the cornice or eaves to the ridge of the roof.

**Garage:** An enclosed structure to shelter automobile(s).

**Garden Structure:** Pavilions, gazebos, harbors, pergolas, and other similar structures no more than one story in height. (See Urban Regulations)

**Garden Wall:** An opaque wall not exceeding seven feet in height, made of masonry, stucco, and/or ornamental steel, or a combination of the above, generally used to separate sideyards or a back yard (private) from the street or alley (public) area.

**Green:** A medium sized public space available for unstructured recreation, circumscribed by building facades, its landscape consisting of grassy areas and trees, naturalistically disposed and requiring only limited maintenance. Green could include any amenities that support recreational use intended. (Duany Plater-Zyberk & Company, E1)

**Hipped Roof:** A roof which slopes upward from all four sides of a building requiring a hip rafter at each corner.

**Ionic:** The classical order of Architecture designated by the Ionic Greeks, characterized by its capital with large volutes. Entablature usually contains a continuous frieze, and dentils in the cornice. Ionic details are typically elegant and less heavy than Doric.

**Light:** An aperture through which daylight is admitted into the interior of a building. A pane of glass, a window, or compartment of a window.

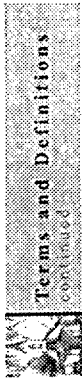
**Live Work Unit:** A rear yard, fully mixed-use building type with one dwelling above or behind a commercial space. (Duany Plater-Zyberk & Company J2)

**Loggia:** A roofed but open gallery or arcade along the front or side of a building often at an upper level.

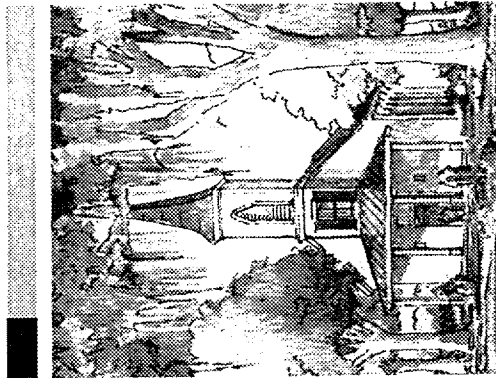
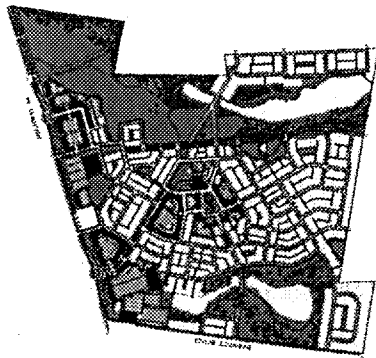
**Lot:** A separately platted portion of land containing a use held privately.

**Lot Line:** The boundaries that legally and geometrically demarcate the edges of parcels held in private ownership and intended primarily for the construction of buildings. (Duany Plater-Zyberk & Company, H2.2)

**Lot Width:** The dimension of the frontage line (the lot boundary that coincides with the principal fronting thoroughfare). (Duany Plater-Zyberk & Company, H2.2)



Terms and Definitions  
continued



Americana - Master Plan and Guiding Principles  
section A General

**Main Body:** The largest part of the front fascia. It includes the front door of the house.

**Main Street:** A traditional, pedestrian serving thoroughfare with features that encourage pedestrian movement, serving a compact mix of land uses and potentially including retail, office and residential. Main Streets have parallel parking on both sides and, where the uses are more compact and activity is more intense, angle (or diagonal) parking is specified. Buildings front the sidewalk to optimize pedestrian access to commercial establishments. Motor vehicle mobility is important, but subordinate to pedestrian mobility. (HPE)

**Mansion Apartment Building:** A small scale, two- or three-story apartment building, often with a street facade resembling a large detached house. Shall have no more than 8 units per building. (Zimmerman/Volk Associates, Inc.)

**Meeting Hall:** A building equipped by design for public assembly.

**Multifamily Residential:** Any dwelling structure consisting of more than one dwelling unit.

**Muntin:** A secondary framing member to hold panes for windows, window walls, or glazed doors.

**Natural Area:** Waterways, wetlands, and nature preserves to be preserved and perpetuated.

**Neighborhood House:** A two story, single family detached house relatively close to the street with attached, detached, or open parking; whether rear loaded or not set well back from the facade. (Zimmerman/Volk Associates, Inc.)

**Neighborhood Proper:** The built-up area of a TND including blocks, streets, squares, and parks.

**OGCE Gutters:** A double curve formed by a union of a convex and concave line resembling an S-shape.

**Open Space:** Area free of buildings that, together with a well designed system of thoroughfares, provides a public realm at all scales of urbanism, from the region to the block. (Duany Plater-Zyberk & Company, EI)

**Out Looker:** A member which projects and supports that part of the roof construction beyond the face of gable.

**Our Building:** (syn. Garage Apartment) A separate or attached building additional to the principal building, adjacent with the rear lot line of a maximum of two stories. The architectural character shall match that of the principle structure. It may be rented, but not sold separately. It can be used for an office, secondary living space, or parking.

**Overhead Connector:** (syn. Breezeway) A walk, deck, or similar structure that connects the house with an outbuilding or garden structure at any level other than the first floor.

**Park:** An outdoor public tract naturalistically landscaped, not more than ten percent paved and surrounded by the frontage line of lots on at least fifty percent of its perimeter. Parks may contain wetlands and could include any amenities that support recreational use intended.

**Parkway: (Tree Zone)** The area between the property line and back of street curb along all streets, this zone is typically located in public right-of-way and is not part of the lot. This area generally consists of regularly spaced canopy-type street trees, ground cover, street lighting, signage, monumentation and utilities where required. These provide a consistent edge treatment, shade and enhancement for the public streets in the community. Maintenance of the Parkway/Tree Zone shall be the responsibility of the Homeowner's Association, except as otherwise determined by the Developer.

**Patio:** A hard surfaced area without a solid roof structure.

**Pediment:** A wide, low pitched gable surrounding the fascia of a Grecian styled building.

**Pergola:** An open air garden structure with a trellis roof.

**Porch, Gallery, Veranda:** A covered outdoor area attached to a house.

**Portal:** A large and imposing doorway entrance or gate.

**Portico:** A walkway or porch with a roof supported by columns, often at the entrance of a building.

**Preserve:** Open space that is permanently protected from development.

**Primary Residence:** The primary dwelling structure on a lot.

**Privacy Fence:** See Garden Wall.

**Private:** That which is neither public nor civic.

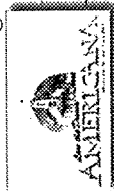
**Private Yard:** See definition of Back Yard. (Landscape Code)

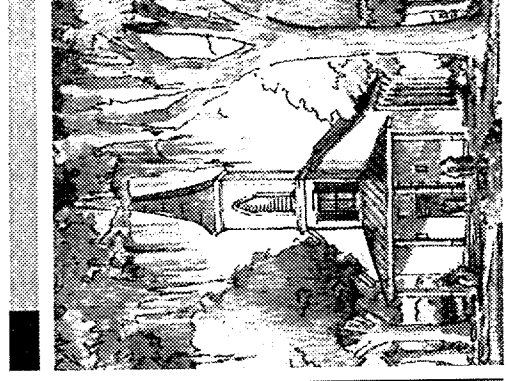
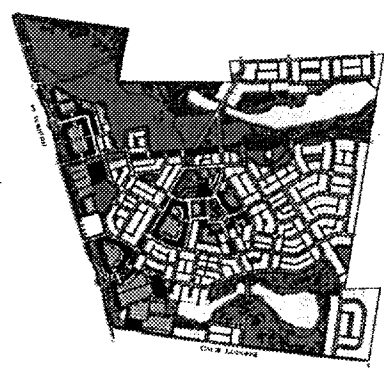
**Reserve:** A designation applied to areas intended for temporary preservation until release for urbanization. A release is the process of redesignating reserved land for urbanization according to established criteria.

**Setback:** The placement of a building or structure from property line to exterior of wall. Roofs are permitted to overhang setback by 24" at all setbacks including a "0" lot line.

**Shared Parking:** Where day, night, or weekday/holiday schedules allow for the use of parking spaces by more than one user such as with meeting halls, religious buildings, and dwelling retail combinations.

**Side Yard Setback:** The minimum distance from the side property line adjacent to another lot or public right-of-way to any part of the house or ancillary structure.





**Single Family Dwelling:** A dwelling consisting of one dwelling unit.

**Square:** An outdoor public tract spaciouly defined by its surrounding buildings as a room that is defined by its walls, and adjacent to streets on at least two sides. Squares shall be partially paved and surrounded by shop front use or row house use lots on at least sixty percent of its perimeter. One third of the sixty percent may be substituted by a natural spatial border such as a water front for at least one side. Commercial uses shall be permitted on all of the surrounding lots.

**Stairs:** a flight of steps for the purpose of accessing floors or levels beyond the first floor.

**Stoops/Steps:** a short flight of steps for the purpose of accessing the first floor or level.

**Story:** A habitat level within a building no more than fourteen feet in height from finished floor to finished ceiling.

**Street:** A general, traditional thoroughfare serving pedestrian mobility, with two or four travel lanes and parking generally on one or two sides. Motor vehicle mobility is vital, but subordinate to pedestrian mobility. In low volume areas requiring very distinct speed control, yield streets are specified where two opposing vehicles meeting would require one to slow and pull aside. Green Streets have added separation via wider planting strips. (HPE)

**Street Edge:** A masking structure stretching along the frontage line or coplanar with the facade, designed to remedy a gap of spatial definition or to mask parking. A street edge shall consist of one or a combination of the following: a solid masonry wall, matching the finish of the principal structure; a fence not less than 50% opaque, or a dense hedge (Duany Plater-Zyberk & Company H2.1)

**Street Lamps:** A light standard between eight and fourteen feet in height equipped with an incandescent or metal halide light source.

**Street Vista:** The view framed by buildings at the termination of the axis of a street.

**Street Wall:** A masonry wall no less than seventy-five percent opaque built along the frontage line and between seven and fourteen feet in height. Any opening must be gated. The percent opaqueness shall be calculated including all openings.

**Terrace:** An upper level outdoor living area without a solid roof.

**Through Street:** Through streets may provide primary access to and/or border but not pass through a neighborhood proper. In the event through streets border or pass through a neighborhood proper, there shall be between the frontage line and the street lanes a sidewalk of not less than six feet, at least one lane of parking, at least one ten foot travel lane and a planted area with trees planted no further than fifty feet apart. Through streets will generally be constructed in accordance with the existing city/parish road and street regulations as supplemented by the Americana street plat.

**Tower:** A small room, porch, or deck which protrudes from the maximum height allowed for a residence.

**Townhouse:** A residential dwelling attached to a similar dwelling.

**Tract:** A separately platted portion of land containing a use held in common.

**Transom:** A small hinged window above another window or door. The horizontal cross piece to which such a window is hinged.

**Tree (Shade):** A tree of wide canopy resistant to root pressure of proven viability in the region no less than four inch caliper and eight foot vertical clear trunk at the time of planting.

**Tree (Street):** A tree resistant to root pressure of proven viability in the region no less than four inch caliper and eight foot vertical clear trunk at the time of planting.

**Tree Lawn:** See definition of Parkway.

**Utility Alcove:** A utility niche located on lots, intended for use by public utilities (see plat).

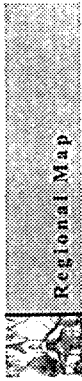
**Village Center:** The dense multifunctional social condenser of a neighborhood. It is usually at a city location, within walking distance of the surrounding, primarily residential areas. (Duany Plater-Zyberk & Company, C3.2)

**Village Edge:** The least dense, most purely residential sector of the neighborhood. The size varies in proportion depending on whether the model is more rural (village-like) or more urban (town-like). (Duany Plater-Zyberk & Company, C3.2)

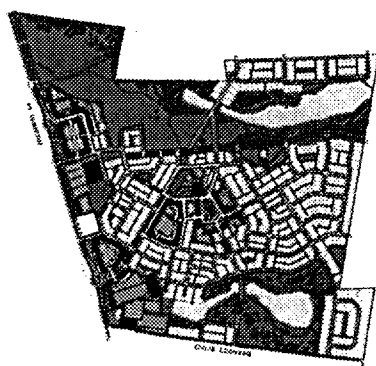
**Village General:** The sector that is mixed in function, but principally residential. It has a generalized character, and is usually the largest area of the neighborhood. (Duany Plater-Zyberk & Company, C3.2)

**Village House:** A one and a half or two-story single family detached house on a small lot, often with rear loaded parking. Parking must be rear loaded on lots narrower than 50 feet. (Zimmerman/Volk Associates, Inc.)

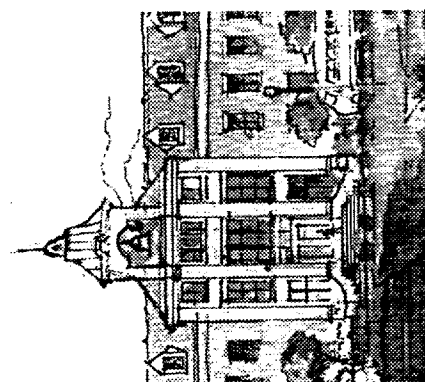




Regional Map



Americana. Master Plan and Guiding Principles section A | General



A Regional Map / Vicinity Map

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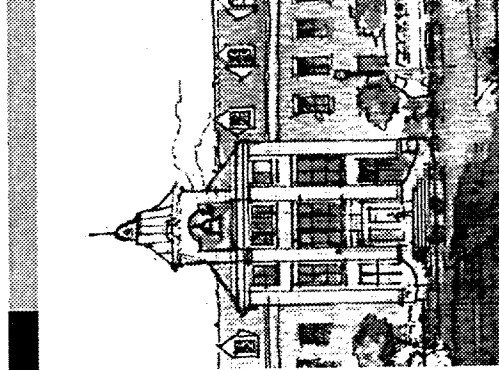
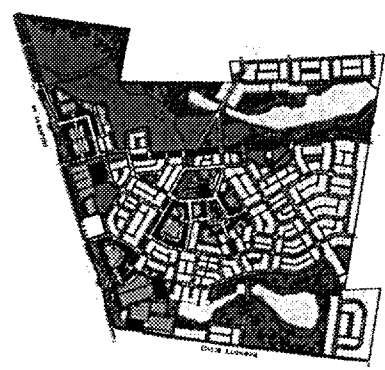
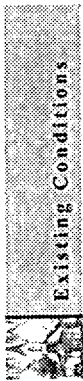
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Zachary, Louisiana

Master Plan and Guiding Principles

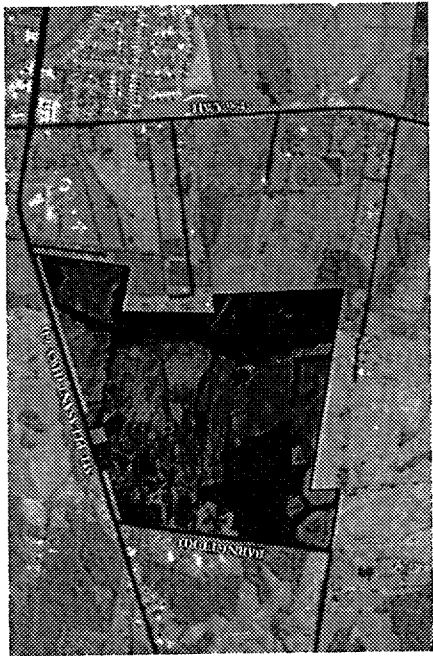
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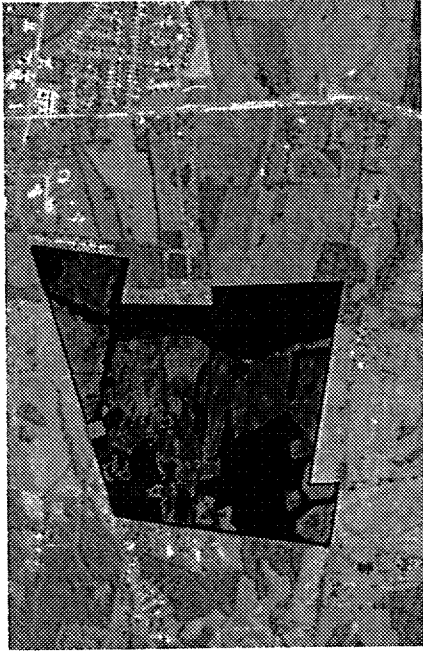
Existing Conditions

EXISTING WETLANDS

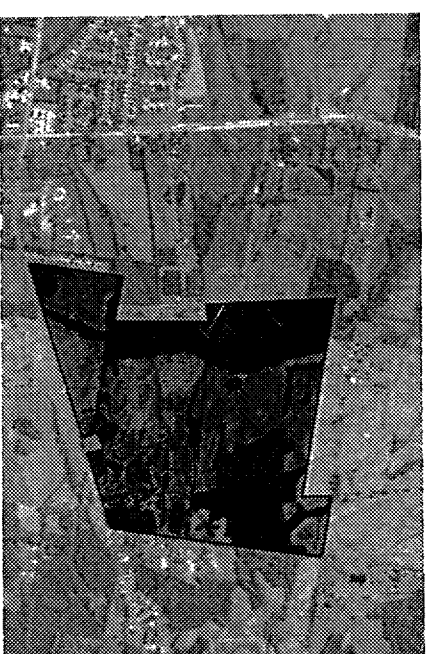
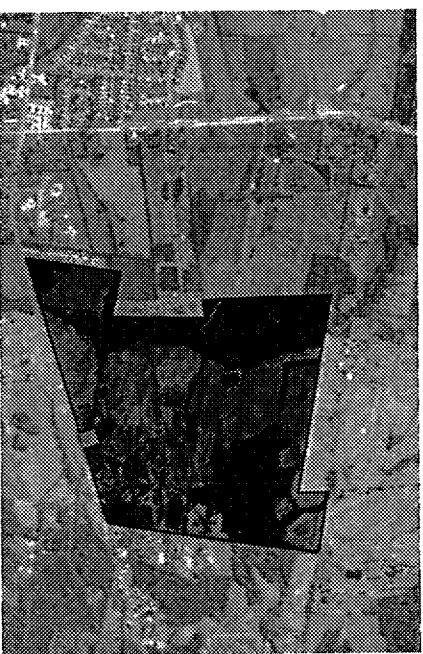


EXISTING STREETS

EXISTING STREAMS AND PONDS



EXISTING VEGETATION



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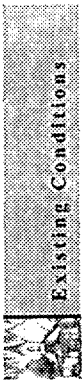
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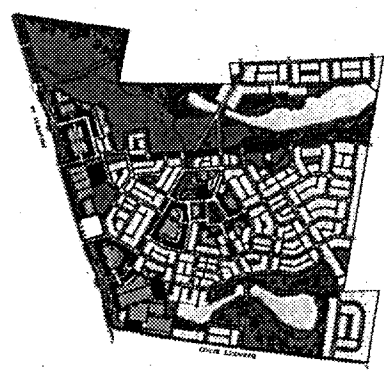
Master Plan and Guiding Principles

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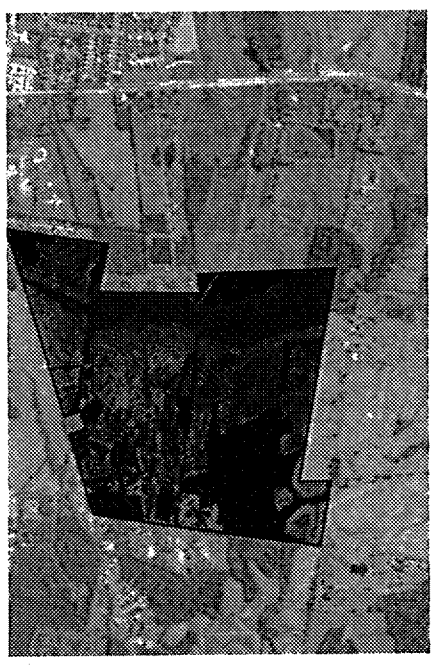




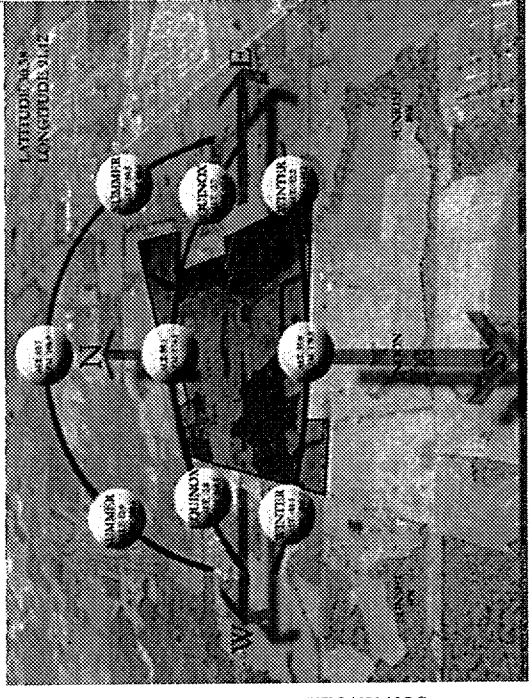
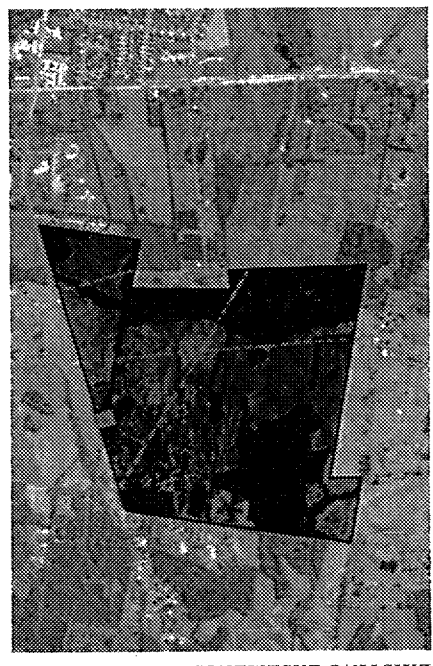
Existing Conditions



EXISTING FLOODPLAIN



EXISTING EASEMENTS

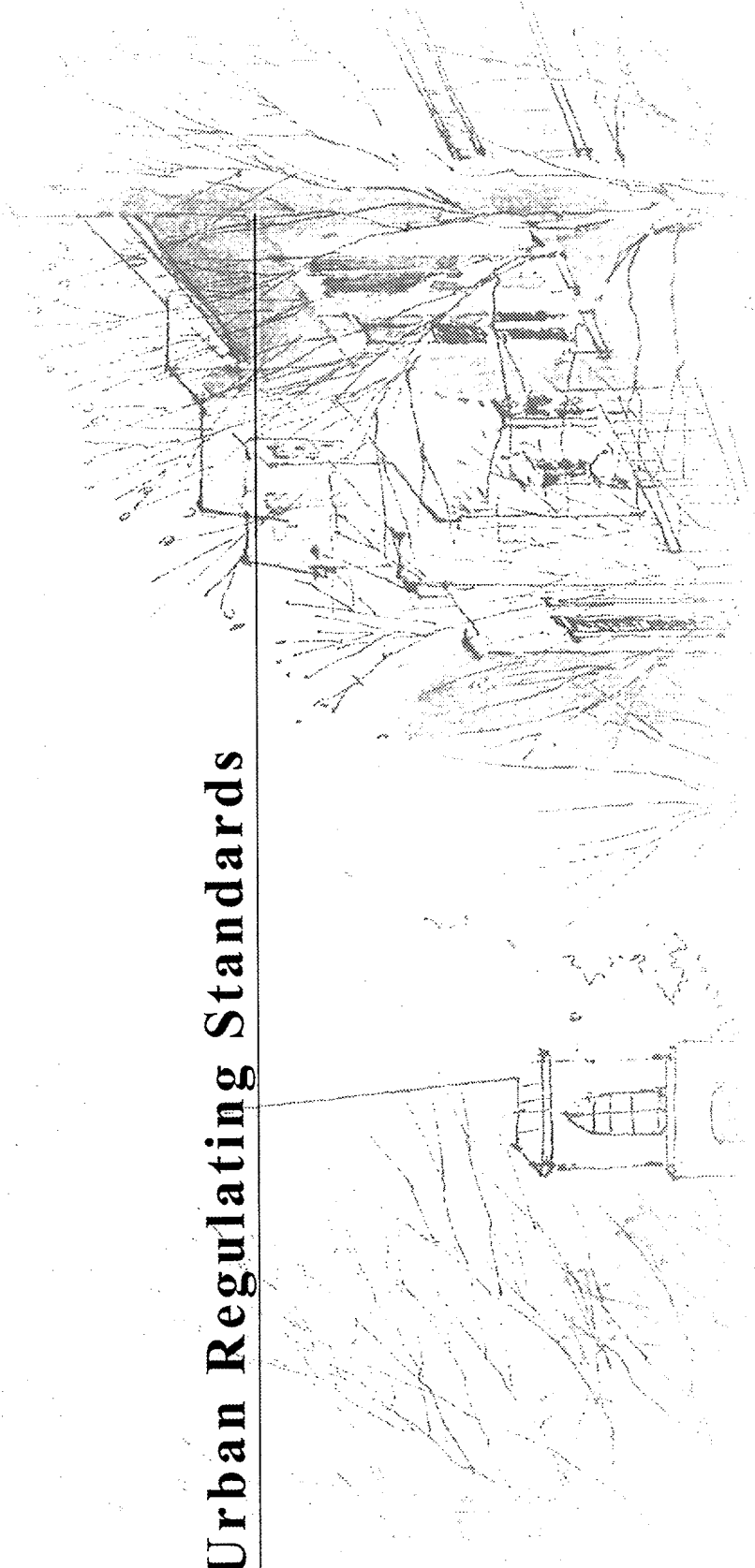


SUN ANGLE

Existing Conditions



# Urban Regulating Standards



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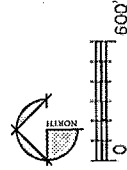
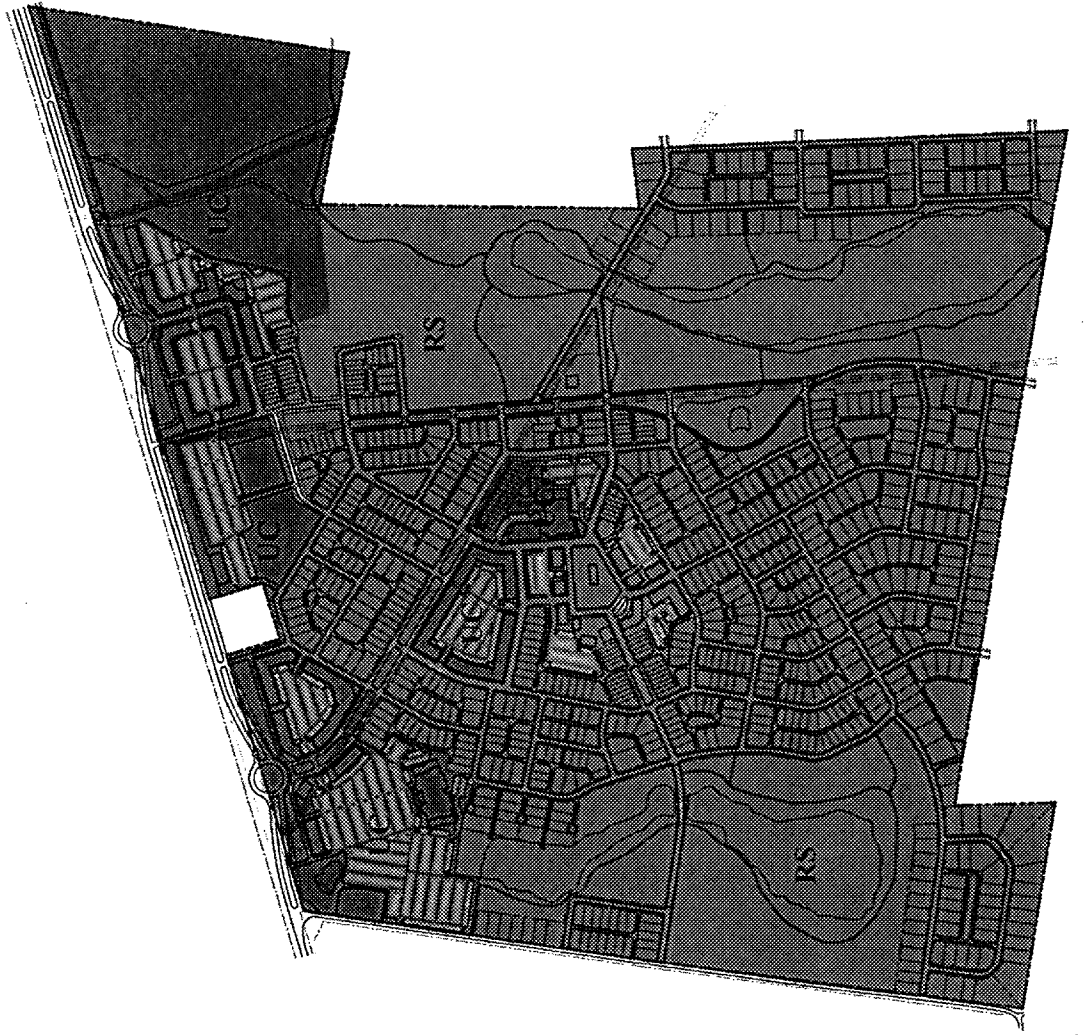
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LEGEND

URBAN CENTER (UC)

SUBURBAN (RS)



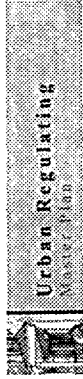
# Master Plan and Guiding Principles

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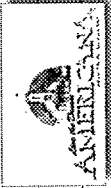
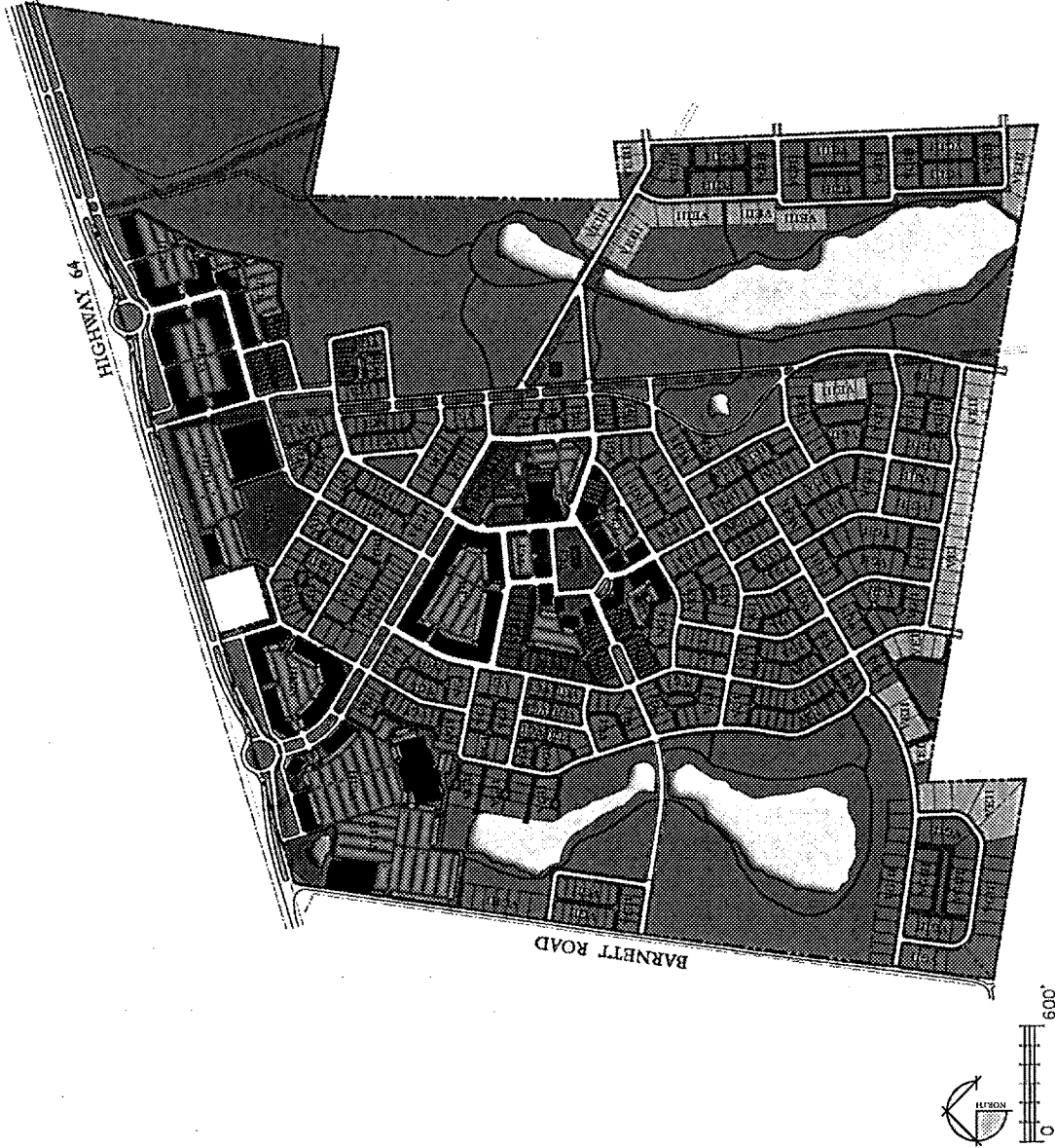
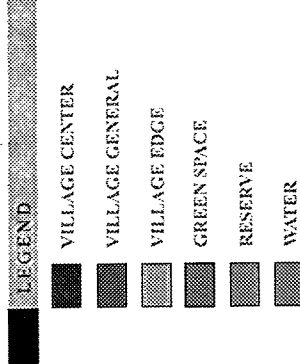
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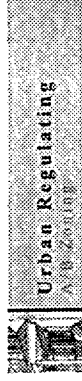




The Guiding Principles for Americana is developed around the **Transect**, a system of land classifications described in **The Lexicon of the New Urbanism**, which incorporates a fine-grained network of lot distinctions. These characteristics follow the natural, internal structure of an authentic neighborhood and serve to create the structure of the community of Americana. This structure is expressed as three urban sectors: Village Center (VC), Village General (VG), and Village Edge (VE).

This Guiding Principles creates an additional type of refined divisions within each of the individual described zones. For example, in the Village General is the Village General I (VGI), Village General II (VGII), and Village General III (VGIII). These further serve to support an additional device, which further alters the placement of buildings on a lot, providing varying planning textures and urban behavior. Reference is made to the Urban Regulating Instructions in the Guiding Principles for further clarification.





LEGEND

A Conditional Use Permit affecting areas designated allowing for retail sales of alcohol beverages:

- 1. Grocery Stores selling alcohol for on-premises or off-premises consumption
- 2. a.) Restaurants selling alcohol for on-premises or off-premises consumption  
b.) Taverns, bars or pubs selling alcohol for on-premises consumption
- d.) Drug stores selling alcohol for off-premises consumption
- e.) Retail selling alcohol for on-premises or off-premises consumption
- f.) Conference & Banquet Rooms selling alcohol for on-premises consumption
- g.) Private Clubs & Meeting Rooms selling alcohol for on-premises consumption
- h.) Places for Public Assembly selling alcohol for on-premises consumption
- 3. Theater selling alcohol for on-premises consumption
- 4. Commercial Amusement Indoor selling alcohol for on-premises consumption





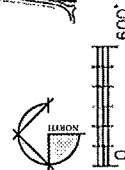
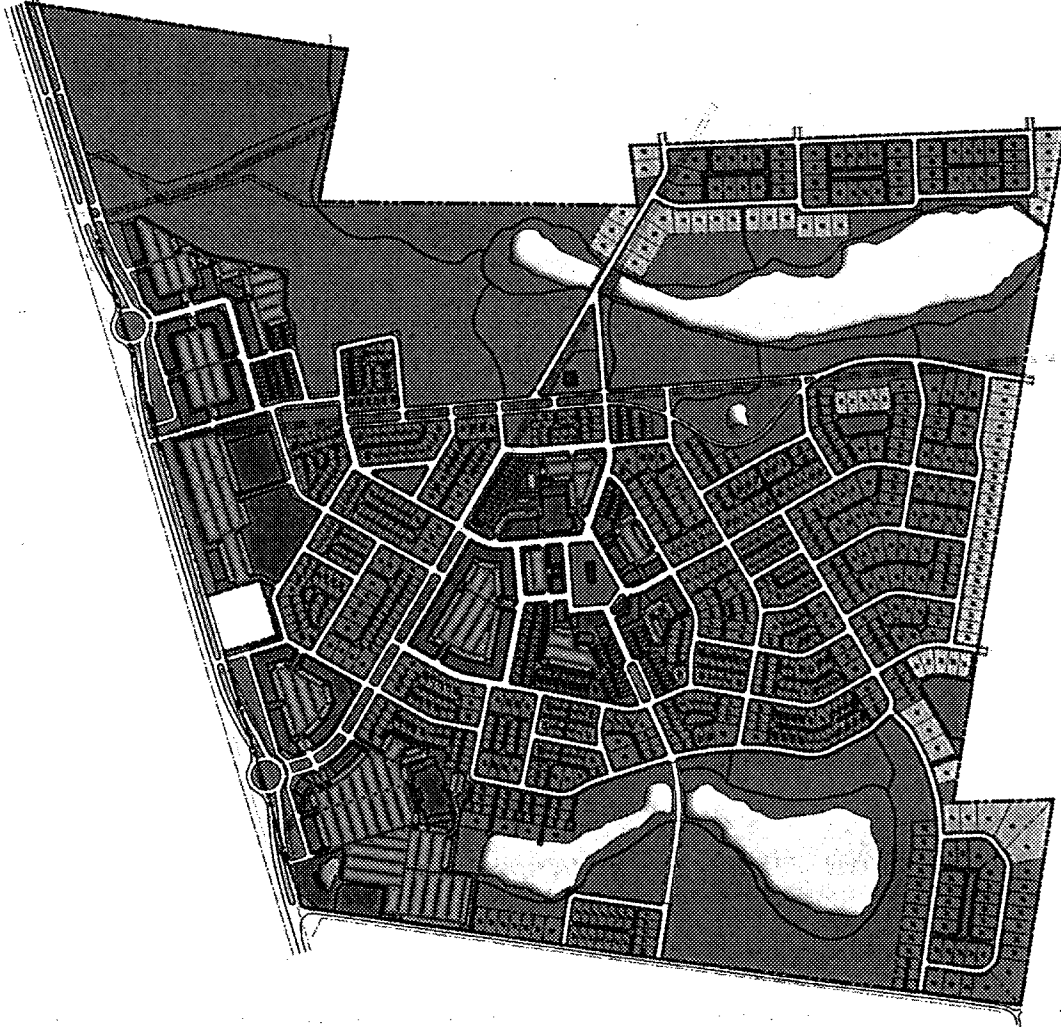


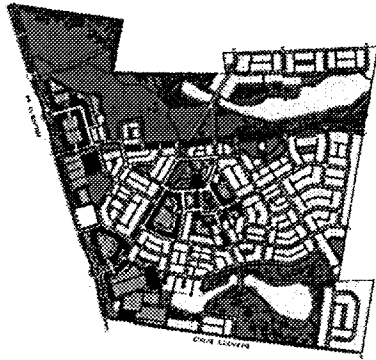
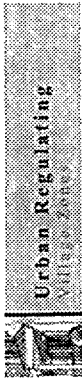
Urban Regulating  
Lot Type Plan

SUMMARY TABLE

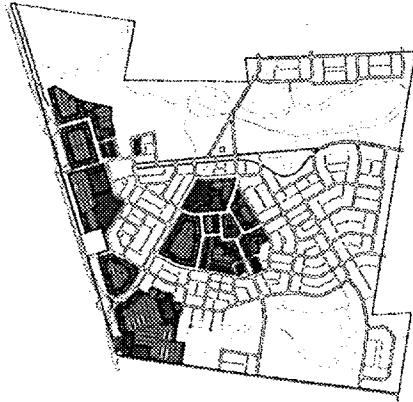
Lot dimensions vary. Refer to plan.

#	UNIT TYPE
400	Live-Work
261	Condominium
40	Rowhouse (Single Family Attached) 25'x90' +/-
20	Townhouse (Single Family Attached) 25'x160' +/-
143	Cottage 35'x60' +/-
122	Cottage House 40'x100' +/-
82	Village House 45'x110' +/-
110	Sidewalk/Courtyard 50'x110' +/-
205	Neighborhood House 60'x120' +/-
99	Estate 80'x120' +/-
1,482	TOTAL UNITS
518,855 sf	Commercial (Retail & Office)
30,000 sf	Theater
60,000 sf	Grocery
35,000 sf	YMCA
6,400 sf	Civic
690,255 sf	TOTAL SF

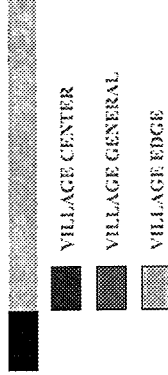
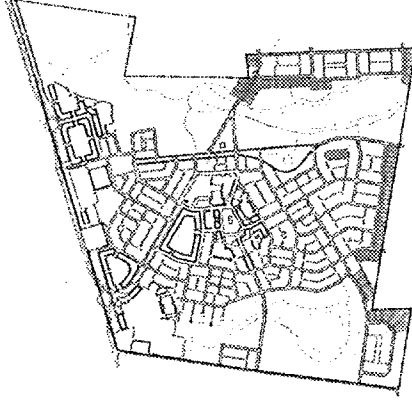




VILLAGE CENTER



VILLAGE EDGE



VILLAGE CENTER

VILLAGE GENERAL

VILLAGE EDGE





Urban Regulating  
Residential Site Capacity

## AMERICANA Residential Site Capacity Calculation

Step 1	Enter gross site area of the parcel proposed for development (as determined by actual survey).	419.09ac
	RS Area is 315 acres	315
	Subtract land within existing streets' ultimate right-of-way. (R.O.W. HWY 64)	11.2
	Subtract land cut off from use by railroad, highway, or body of water	0
	Subtract land within major utilities' right-of-way (minimum 50-foot width for entire R.O.W.)	8.22
Step 2	Subtract land previously dedicated as open space (conservation easements).	0
	Equals Base Site Area. (acres)	295.6
	Enter Base Site Area (Step 1).	295.6
	Multiply by gross density for use and district from Table 2.201A	3.6 u/a
	Equals District Yield (round down to whole number).	1064 units
Step 3	Enter Gross Site Area (Step 1)	295.6
	Multiply by open space ratio for use and district, Table 2.301A (min. OSR = 20%)	20%
	Equals District Open Space.	59 ac
	Enter Base Site Area (Step 1).	295.6
	Subtract the Greater of:	
Step 4	District Open Space (Step 3); or areas that were not subtracted from gross site area in Step 1 that are covered by open water and areas covered by delineated wetlands.	81.9
	Equals Net Buildable Area.	213.7
	Times Net Density for use and district (Table 2.301A). (Net density = 4.50 u/a)	4.5
	Equals Site Specific Yield (round down to whole number).	961
	Select District Yield (Step 2) or Site Specific Yield (Step 4), whichever is less.	961
Step 5		

ARCHITECTS  
SOUTHWEST

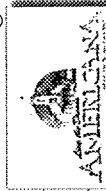
Americana

A Traditional Neighborhood Development

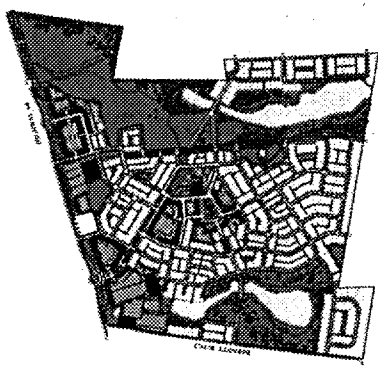
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Zachary, Louisiana

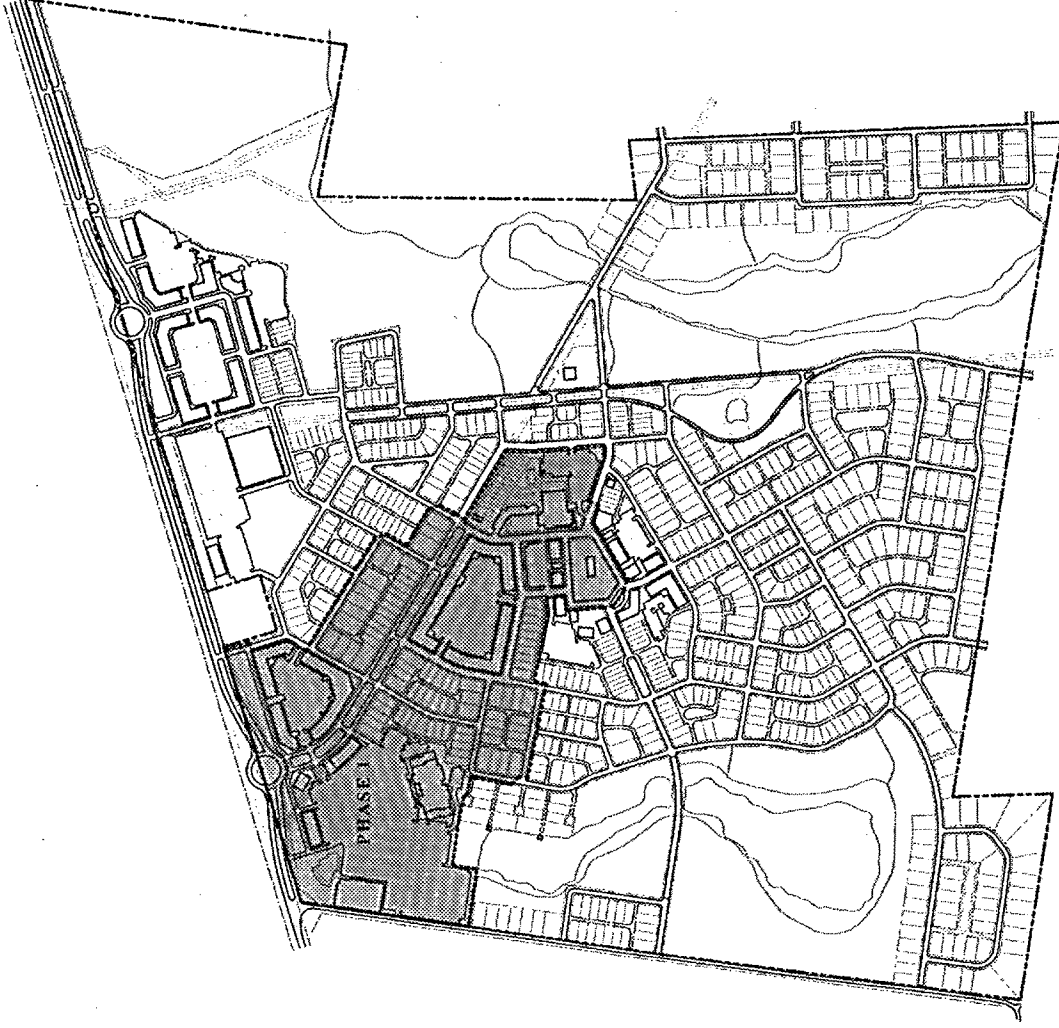
Master Plan and Guiding Principles



FINAL DRAFT



These concepts are intended to convey the strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.



ARCHITECTS  
SOUTHWEST

**Americana**

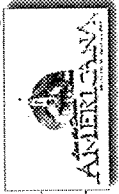
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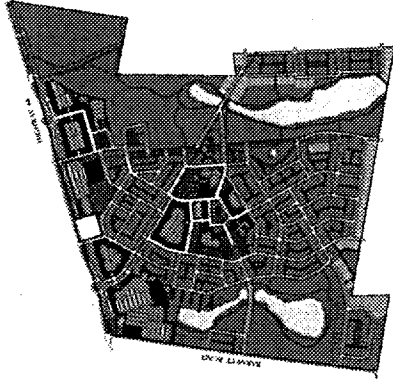
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Zachary, Louisiana

## Master Plan and Guiding Principles

FINAL DRAFT





LEGEND

01. SEE URBAN REGULATION
02. RIGHT OF WAY
03. BUILDING ZONE
04. PARKING ZONE
05. STREET
06. ALLEY
07. SEE URBAN REGULATION
08. UTILITY ALCOVE
09. COURTYARD
10. SIDEYARD
11. OPTIONAL BACK BUILDING
12. WIDTH 12' MAX. FROM FRONTAGE TO FACADE LINE
13. FRONT GALLERY
14. SIDEWALK
15. 10' MINIMUM PORCH DEPTH
16. 8' MINIMUM PORCH DEPTH
17. MANDATORY 10' NO BUILD SETBACK ON LOT ADJACENT TO "0" LOT LINE SIDE OF A SIDEYARD LOT.

These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.



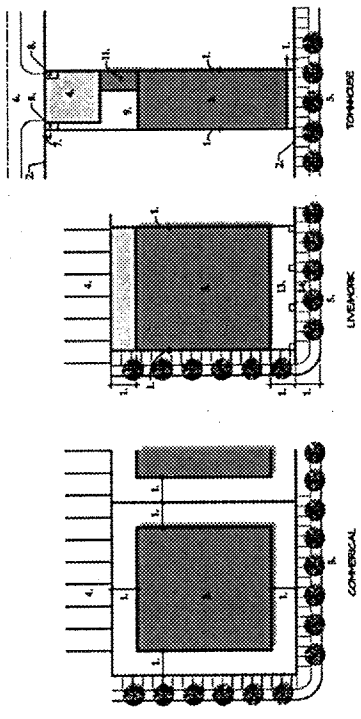
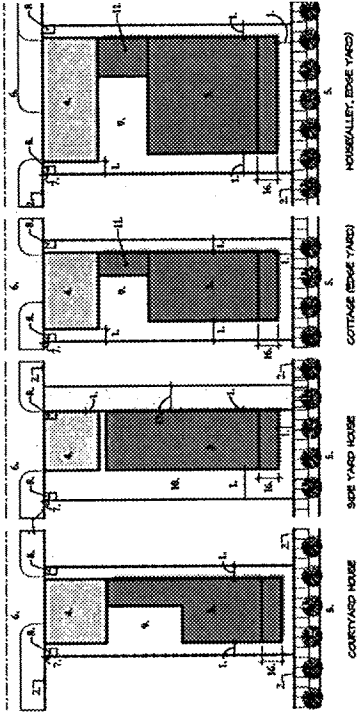
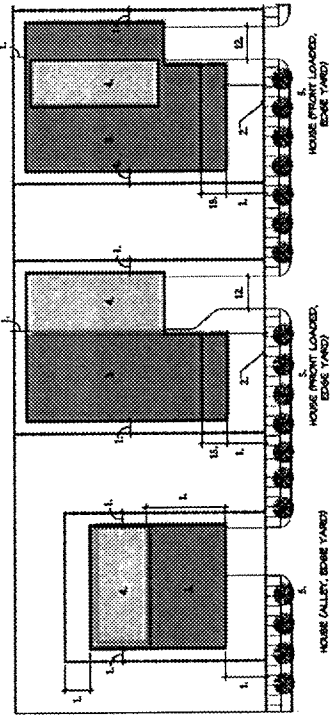
Master Plan and Guiding Principles

FINAL DRAFT

RURAL

TRANSSECT

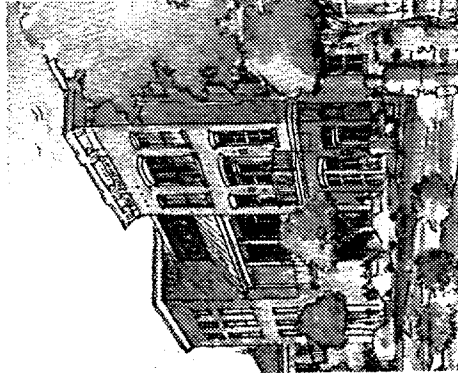
URBAN



VILLAGE EDGE

VILLAGE GENERAL

VILLAGE CENTER



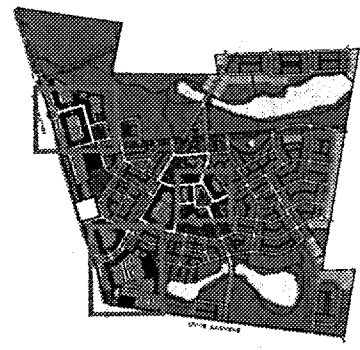
### NOTES

The Village Center (VC) is the focus of the neighborhood's civic buildings and social activity. It incorporates retail, workplaces, and more dense residential units in accordance with the specific use plan, and it connects directly to other parts of the neighborhood through a network of carefully articulated vehicular and pedestrian thoroughfares. As such, it is the densest graining of land subdivision in the neighborhood. The streets are generally designed with formalized on-street parking characterized by avenues and main streets. Buildings placed either at or near the right-of-way line, further reinforce the streets edge and public character.

In accordance with the adjusted subdistrict classifications for Americana.

These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.

### SITE PLAN/LEGEND

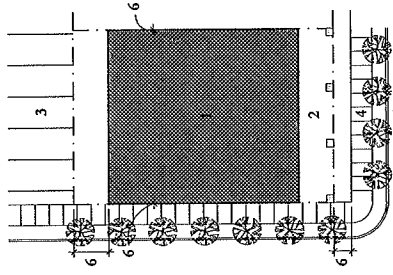


### LEGEND

- 1 Building Zone
- 2 Optional Front Gallery or Awning Covering
- 3 Rear Parking Zone
- 4 Sidewalk
- 5 Street
- 6 See Urban Regulations

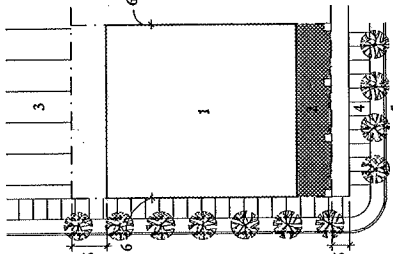
### BUILDING PLACEMENT

Numbers Keyed into Legend



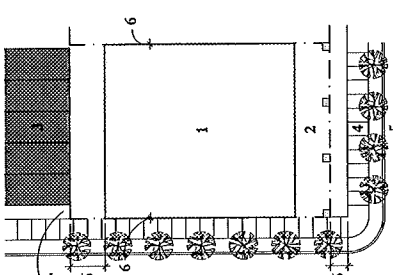
### BUILDING FRONTAGE

Numbers Keyed into Legend



### PARKING PLACEMENT

Numbers Keyed into Legend



The building types shown in these building placement guidelines may be substituted with any of the building types shown in the Village Center section of the building type guidelines.

### SETBACKS

Buildings shall be placed with the red shaded area as shown in the above diagram and urban regulation. See urban regulation for setback notes on Facade, Fences and Garden Walls, Corner Lot, and Parking

### ENCROACHMENTS

Porches, Balconies, and Swoops shall be provided in any one of the combinations shown on Architectural Typologies

### PARKING REQUIREMENTS

On-site parking is allowed only in the red shaded area as shown above. Vehicular access will be provided in urban regulation.

### BUILDING HEIGHT & PROFILE

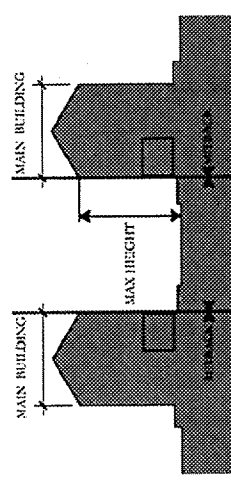
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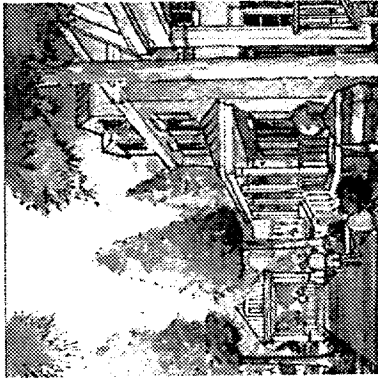
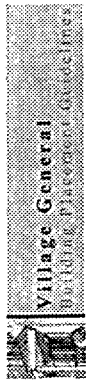
#### MAXIMUM HEIGHT

Building height shall be measured in number of stories. See Urban Regulation for heights of Porches, Balconies, Swoops, Main Floor Height, and Maximum Building Height.

Minimum Stories: See Urban Regulation

Maximum Stories: See Urban Regulation





Urban Regulating Standards

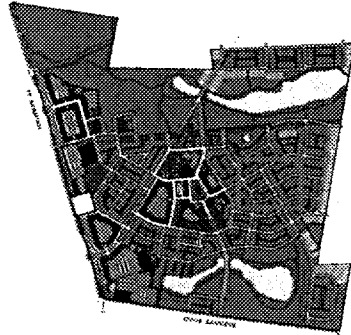
## NOTES

The Village General (VG) is that element of the transect which focuses principally on residential use with a minimum of other potential uses to include ancillary units, apartments, and for home occupation. It constitutes the majority of the land use types in accordance with the specific use plan at Americana. Streets and boulevards generally characterize the thoroughfare makeup within the Village General.

In accordance with the adjusted subdistrict classifications for Americana.

These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.

## SITE PLAN/LEGEND



## LEGEND

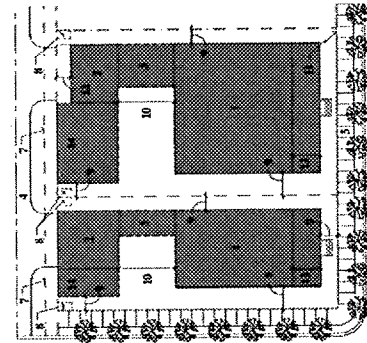
- 1 Building Zone
- 2 Parking Zone/Out Bldg.
- 3 Optional Back Building
- 4 Alley
- 5 Sidewalk
- 6 Property Line
- 7 Street
- 8 Utilities Above
- 9 See Urban Regulations
- 10 20' Min. Courtyard
- 11 Right of Way & Location of Fence
- 12 See Urban Regulations
- 13 8' Min. Porch Depth
- 14 See Urban Regulations for Alley treatment setbacks for the alley; absent of parking, at all other structures

## BUILDING HEIGHT & PROFILE

Numbers keyed into Legend  
**MAXIMUM HEIGHT**  
Building height shall be measured in number of stories. See Urban Regulation for heights of Porches, Balconies, Stoops, Main Floor Height, and Maximum Building Height.  
Minimum Stories: See Urban Regulation  
Maximum Stories: See Urban Regulation

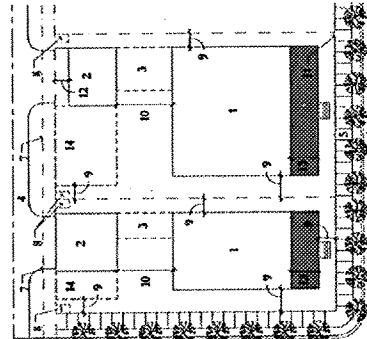
## BUILDING PLACEMENT

Numbers keyed into Legend Below



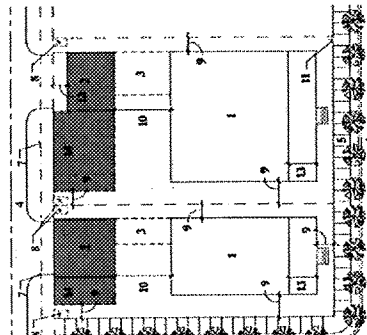
## BUILDING FRONTAGE

Numbers keyed into Legend Below



## PARKING PLACEMENT

Numbers keyed into Legend Below



The building types shown in these building placement guidelines may be substituted with any of the building types shown in the Village General section of the building type guidelines.

## SETBACKS

Buildings shall be placed with the red shaded area as shown in the above diagram and urban regulation. See urban regulation for setback notes: on Facade, Fences and Garden Walls, Corner Lot, and Parking

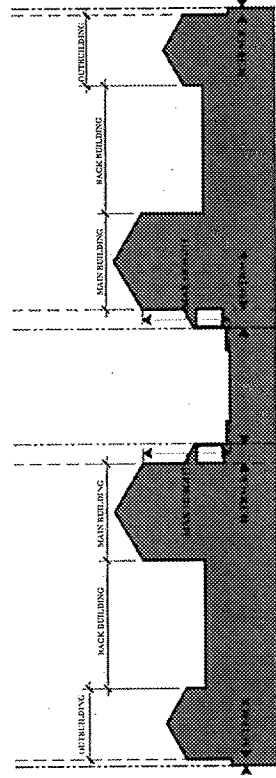
## ENCROACHMENTS

Porches, Balconies, and Stoops shall be provided in any one of the combinations shown on Architectural Typologies

## PARKING REQUIREMENTS

On-site parking is allowed only in the red shaded area as shown above. Vehicular access will be provided in urban regulation.

\* See Alley Options in the Thoroughfare Section of these Guiding Principles.





Village Edge  
Non-Alley Loaded  
Building Placement Guidelines



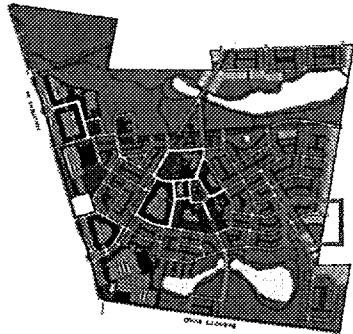
#### NOTES

The Village Edge (VE) is the least dense, purely residential and characterized principally by its rural character in accordance with the specific use plan. Generally more luxurious setbacks at its frontage, sides, and rear results in blocks of low density edge yard treatment. The streets are generally less formal.

In accordance with the adjusted subdistrict classifications for Americana.

These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.

#### SITE PLAN/LEGEND



#### LEGEND

- 1 Building Zone
- 2 Parking Zone
- 3 Sidewalk
- 4 Street
- 5 See Urban Regulations
- 6 10' Min. Porch Depth (See Architectural Standards)
- 7 Right of Way
- 8 The placement of the parking shall be a min. of 30' behind the facade with a single width driveway not exceeding 12' from the frontage to the facade line on front lot.

#### BUILDING HEIGHT & PROFILE

Numbers Keyed into Legend

##### MAXIMUM HEIGHT

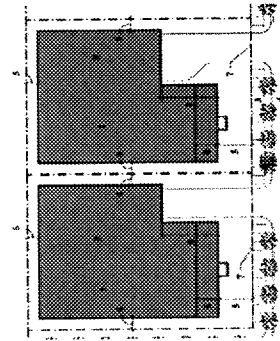
Building height shall be measured in number of stories. See Urban Regulation for heights of Porches, Balconies, Stoops, Main Floor Height, and Maximum Building Height.

Minimum Stories: See Urban Regulation

Maximum Stories: See Urban Regulation

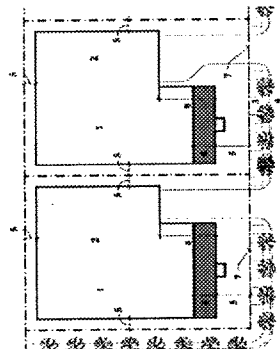
#### BUILDING PLACEMENT

Numbers Keyed into Legend Below



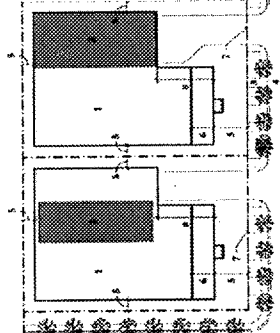
#### BUILDING FRONTAGE

Numbers Keyed into Legend Below



#### PARKING PLACEMENT

Numbers Keyed into Legend Below



The building types shown in these building placement guidelines may be substituted with any of the building types shown in the Village Edge section of the building type guidelines.

#### SETBACKS

Buildings shall be placed with the red shaded area as shown in the above diagram and urban regulation. See urban regulation for setback notes on Facade, Fences and Garden Walls, Corner Lot, and Parking.

FOR ALLEY LOADED LOTS, SEE VILLAGE GENERAL PLACEMENT SHEET.

#### ENCROACHMENTS

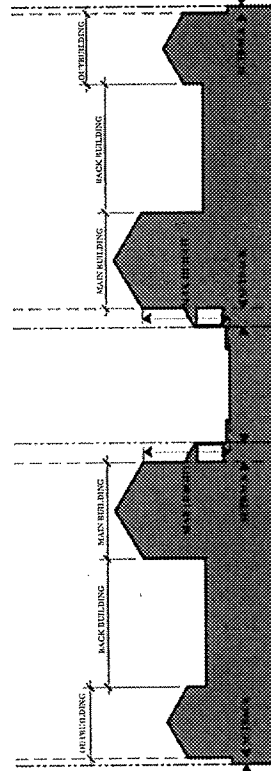
Porches, Balconies, and Stoops shall be provided in any one of the combinations shown on Architectural Standards.

FOR ALLEY LOADED LOTS, SEE VILLAGE GENERAL PLACEMENT SHEET.

#### PARKING REQUIREMENTS

On-site parking is allowed only in the red shaded area as shown above. Vehicular access will be provided in urban regulation.

FOR ALLEY LOADED LOTS, SEE VILLAGE GENERAL PLACEMENT SHEET AND SEE ALLEY OPTIONS IN THOROUGHFARE STANDARDS SECTION OF THESE GUIDING PRINCIPLES.



ARCHITECTS  
SOUTHWEST

Americana

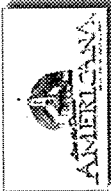
A Traditional Neighborhood Development

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Zachary, Louisiana

### Master Plan and Guiding Principles

FINAL DRAFT







# Americana

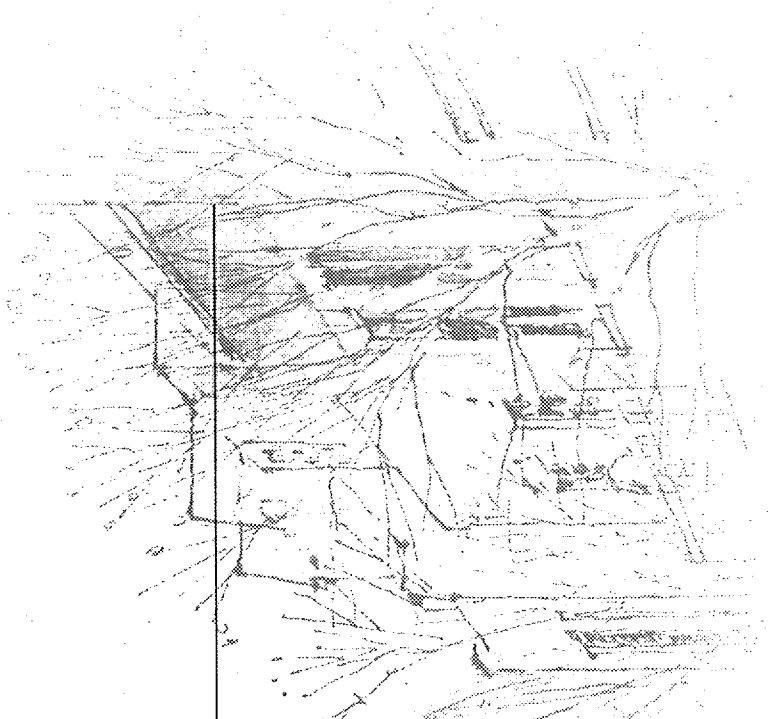
A Traditional Neighborhood Development

## Architectural Standards

All information provided as part of the Architectural Standards will meet the minimum requirements as set forth in the Traditional Neighborhood Development regulations as contained in the Unified Development Code ("UDC") for the City of Zachary, Louisiana. These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.

### REFERENCED MATERIALS

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- Burdick, John, *American Colonial Homes of Regional History*, New York, TSCIT Publications, Ltd., 1998.
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- Hale, Jonathan, *The Old Life of New Orleans: How Architecture Lost Its Magic and How to Get it Back*, New York, Houghton Mifflin Company, 1994.
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ARCHITECTS  
SOUTHWEST

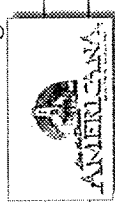
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A Traditional Neighborhood Development

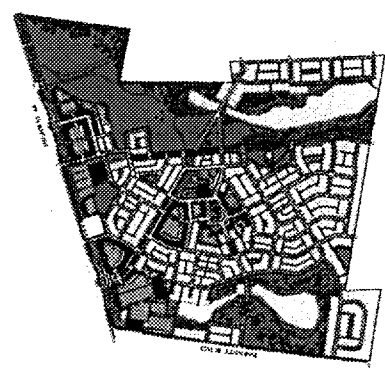
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Zachary, Louisiana

Master Plan and Guiding Principles

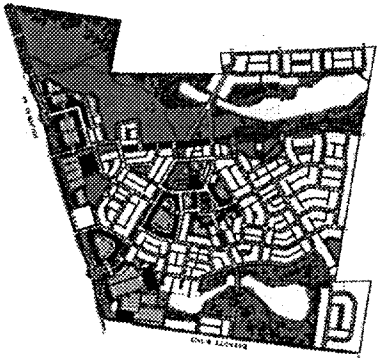
FINAL DRAFT







Building Amenities



Architectural Standards

NOTES AMENITIES



Building Walls.

BUILDING WALLS SHALL BE ONE COLOR PER MATERIAL USED. COLORS OF STUCCO SHALL BE WARM TONE, SUITABLE TO APPROVAL FROM THE AMERICANA DESIGN REVIEW BOARD. EXTERIOR WALLS SHALL BE PAINTED OR STAINED. TRIM (GALCONY AND PORCH POSTS, RAILS, WINDOW TRIM, RATHER TAILS, ETC) SHALL BE PAINTED TO COMPLEMENT THE BUILDING COLOR FOR ITEMS SUCH AS THE FRONT DOOR, PICKETS, TRIM, AND SHUTTERS. MAY BE USED SUBJECT TO APPROVAL FROM THE AMERICANA DESIGN REVIEW BOARD. ADD TO THE LIST AFTER CONSULTATION WITH THE DESIGN REVIEW BOARD. FINAL COLOR PALETTE SHALL BE APPROVED BY THE DESIGN REVIEW BOARD. ALL PAINT SITUATIONS SHALL BE "PREMIUM GRADE" OR BETTER.

Building Elements.

TRIM (GALCONY AND PORCH POSTS, RAILS, WINDOW TRIM, RATHER TAILS, ETC) SHALL BE PAINTED OR STAINED TO COMPLEMENT THE BUILDING COLOR FOR ITEMS SUCH AS THE FRONT DOOR, PICKETS, TRIM, AND SHUTTERS. MAY BE USED SUBJECT TO APPROVAL FROM THE AMERICANA DESIGN REVIEW BOARD. ADD TO THE LIST AFTER CONSULTATION WITH THE DESIGN REVIEW BOARD. FINAL COLOR PALETTE SHALL BE APPROVED BY THE DESIGN REVIEW BOARD. ALL PAINT SITUATIONS SHALL BE "PREMIUM GRADE" OR BETTER.

A FLAG MOUNT SHALL BE INSTALLED AT EACH HOME. AN MANUFACTURED BY THE FLAG PLACE (2618 WEST CENTER PIKE, HIGGINSVILLE, PA 17036; PHONE 800-533-1993) OR EQUAL. MODEL TO BE SELECTED BY THE HOMEOWNER. THE MOUNT SHALL BE INSTALLED ON THE SIDE OF THE ENTRANCE TO THE PRIMARY FACED. OR PORCH POST FACING THE FRONT ELEVATION AT 7'-0" MIN. AND 10'-0" MAX. ABOVE THE GROUND. EACH OWNER SHALL INSTALL ON THE PRIMARY ELEVATION A MINIMUM OF ONE NATURAL GAS LAMP (MUST BE FLAME LIGHT, MANTELS ARE NOT ALLOWED) AS MANUFACTURED BY H-V-LO GAS AND ELECTRIC HOMEWORK (15150 N. 15TH AVENUE, CHANDLER, AZ 85226; PHONE 480-947-8400) OR EQUAL. MODEL TO BE SELECTED BY THE OWNER.

THE FOLLOWING SHALL BE SUBJECT TO APPROVAL FROM THE AMERICANA DESIGN REVIEW BOARD: BRICK, MORTAR COLORS, AND PATTERNS; FENCE; SIGNS AND EXTERIOR LIGHT FIXTURES.

THE FOLLOWING SHALL BE PERMITTED ONLY IN REAR YARDS AND WHERE NOT EASILY VISIBLE FROM STREET OR PATHS. HANDICAP RAMPS, HVAC EQUIPMENT (SILENT) MODELS PREFERRED, UTILITY METER, SATELLITE DISHES, PERMANENT SIGNS, EXTERIOR LIGHTS, EXTERIOR SHUTTERS, EXTERIOR DOOR, EXTERIOR WINDOW, EXTERIOR PORCH, EXTERIOR GARAGE, EXTERIOR EQUIPMENT, EXTERIOR CARPORTS ARE NOT ALLOWED.

BALCONIES NOT VISIBLE SUPPORTED ON PILES OR BRACKETS ARE NOT ALLOWED. CURVED, SCALLOPED, AND/OR BACK LIT AWNINGS, OR BACK LIT SIGNS ARE NOT ALLOWED.

BUILDING ADDRESSES SHALL BE POSTED AS REQUIRED BY LOCAL REQUIREMENTS ON THE MAIN BUILDING. IN ADDITION, THE BUILDING ADDRESS SHALL BE POSTED ON THE ALLEY ABOVE THE GARAGE DOOR OR OTHERWISE VISIBLE FROM THE ALLEY IN THE ABSENCE OF A GARAGE DOOR.

Roofs/Awnings/Canopies.

THE FOLLOWING SHALL NOT BE PERMITTED: METAL FINISHES IN ANY COLOR OTHER THAN THOSE INDICATED IN THIS DOCUMENT OR AS APPROVED BY THE DBR.

Windows and Doors.

THE FOLLOWING SHALL NOT BE PERMITTED: CURVED WINDOWS.

EXCESSIVELY COMPLICATED ROOFS ARE NOT ALLOWED.

SLIDING DOORS AND WINDOWS SHALL NOT BE USED.

SHUTTER DOGS SHALL ALWAYS BE MOUNTED TO SHUTTER SHUTTERS AT THE BOTTOM REGARDLESS OF WHETHER THE SHUTTERS ARE OPERABLE OR NOT.

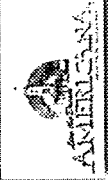
CABLE ENDS THAT TIE TO A SHED SHALL HAVE THE SHED REMOVED. THE SHED SHALL BE REMOVED NOT BE A CONNECTION BETWEEN THE HORIZONTAL FACIA AND THE ANGLE OF THE SHED. THE SHED SHALL BE REMOVED AT 150%.

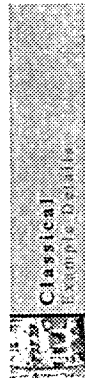
SNAP-IN MOUNTINGS SHALL NOT BE VISIBLE FROM THE EXTERIOR.

STAINED OR TINTED GLASS IS NOT ALLOWED.

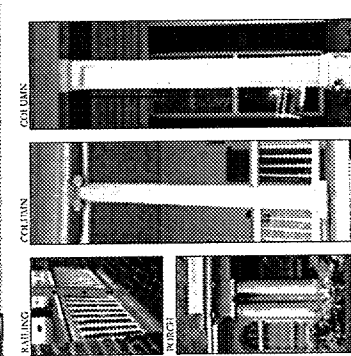
SHUTTERS THAT ARE NOT SIZED TO COVER THEIR OPENINGS ARE NOT ALLOWED.

PAIRED ENTRY DOORS GREATER THAN 4" AGGREGATE ARE NOT ALLOWED.





# Classical Example Details



## DESCRIPTION

### Building Walls

- Materials:
  - Walls may be wood, brick, stone, or stone.
  - Exterior siding shall consist of wood or cement board with a face dimension no less than 1 x 4 and no greater than 1 x 6.

### Configuration and Techniques

- Walls are to be erected on a level.
- Underlayment shall be sketched.
- Horizontal wood boards or louvered wood may be installed with spaces between members not larger than 1 1/2" or smaller than 0.75". Labels (horizontal and vertical only) may be installed between wood panel and pilings, and back screens may be installed between concrete panel and pilings.
- Front shall not exceed 6" in width at corners and 4" in width around openings, except at the front door.

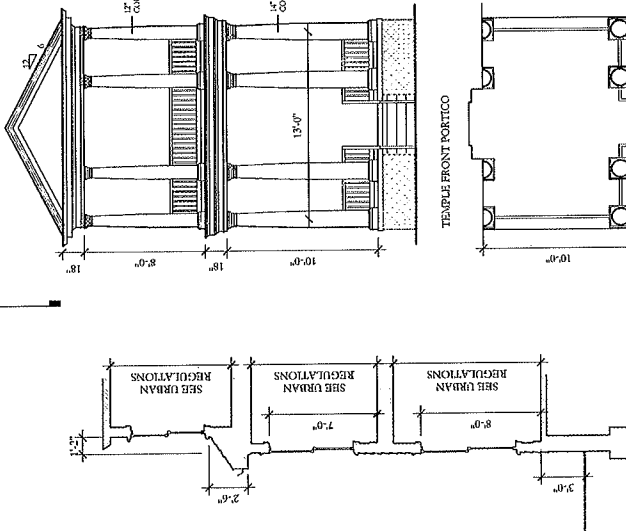
### Building Elements

- Materials:
  - Piers and arches shall be stone or brick.
- Configuration and Techniques:
  - Architects may commonly have 4 arches. Any more than 4 arches shall be one at the back facade as well.
  - The porch may be recessed inward as a portion.
  - Columns can be either Roman or Greek and shall include architectural paper and authentic cap and base details.
  - Railings shall have top and bottom rails. Wood top rails shall be cased and on the inside of pickets. The openings between the members shall be uniform or 1" in width.
  - Particulars shall be the proportion of the Doric or Tuscan columns and the depth and detailing of the pediment above. Columns on the classical portion shall be of Corinthian, Tuscan, Doric, or Ionic Orders.

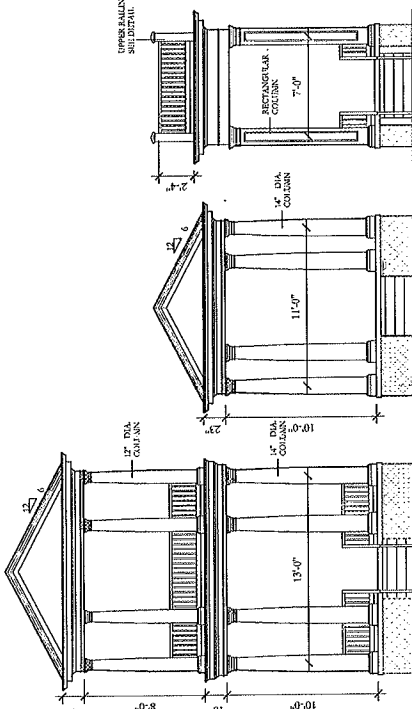
### Roofs

- Configuration and Techniques:
  - Cabled or tapered roof shall be pitch of 8/12 to 10/12. Temple fronts shall be 1/4" pitch to a 10/12.
  - No roof balustrade.

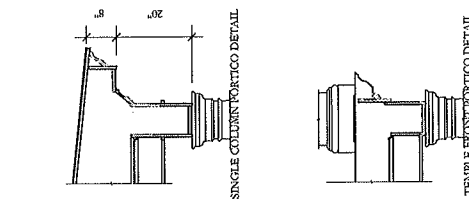
## Typical Section.



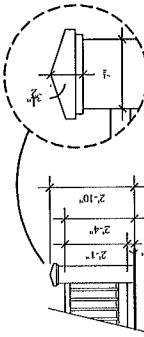
## Porch Diagrams.



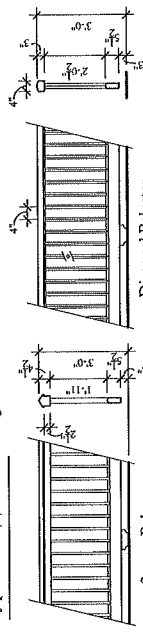
## Porch Beam Sections.



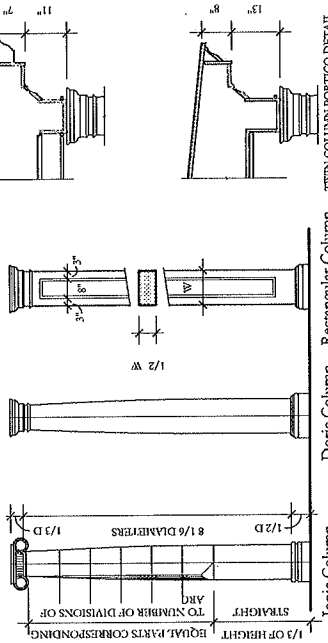
## Detail Diagrams.



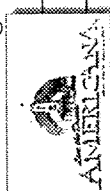
## Typical Upper Railings.



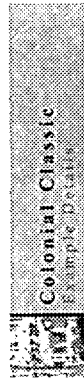
## Typical Lower Railings.



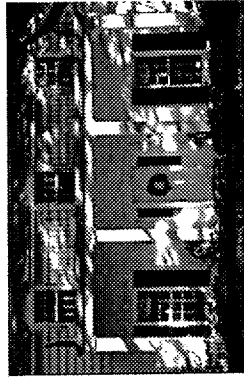
## Typical Columns and Pilasters.







## Colonial Classic Example Details



## DESCRIPTION

### Building Walls:

- Materials:
  - Exterior: stone or the most common wall material.
  - Interior: siding shall consist of wood of current board with a face dimension no less than 1 x 4 and no greater than 1 x 6.

### Configuration and Techniques:

- Underpinning shall be staked. Horizontal wood boards or framed wood may be installed with spaces between members and larger than 1.5" or smaller than 0.75". Lattice floor joist and vertical only may be installed between wood joists and purlins, and brick screens may be installed between wood joists and purlins.
- Trim shall not exceed 6" in width at corners and 4" in width around openings, except at the front door.

### Building Elements:

- Doors and windows shall be brick or stone.

### Configuration and Techniques:

- Doors shall be not less than 5' 10" high.
- Windows shall be not less than 5' 10" high.
- Windows, Trim and Siding shall be consistent on the exterior. The exterior trim shall be not less than 4" wide.
- Porches shall create an accentuated front door with decorative crown molding.
- Porches shall include a gabled roof with an elliptical arch, a cross beam profile corner with or without a 2' x 4' balustrade, and a plain pediment.
- Porches shall be typically 1' square, spaced at 1' intervals.
- The porch shall be not less than 1' wide.
- The porch shall be not less than 1' deep.
- The porch shall be not less than 1' wide.
- The porch shall be not less than 1' deep.
- The porch shall be not less than 1' wide.
- The porch shall be not less than 1' deep.

### Roofs:

- Configuration and Techniques:
  - Principal roof on all buildings shall be symmetrical bay or gable.
  - Secondary roofs (attached to walls or roofs).

ARCHITECTS  
SOUTHWEST

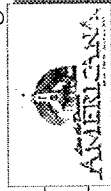
Americana  
A Traditional Neighborhood Development

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Zachary, Louisiana

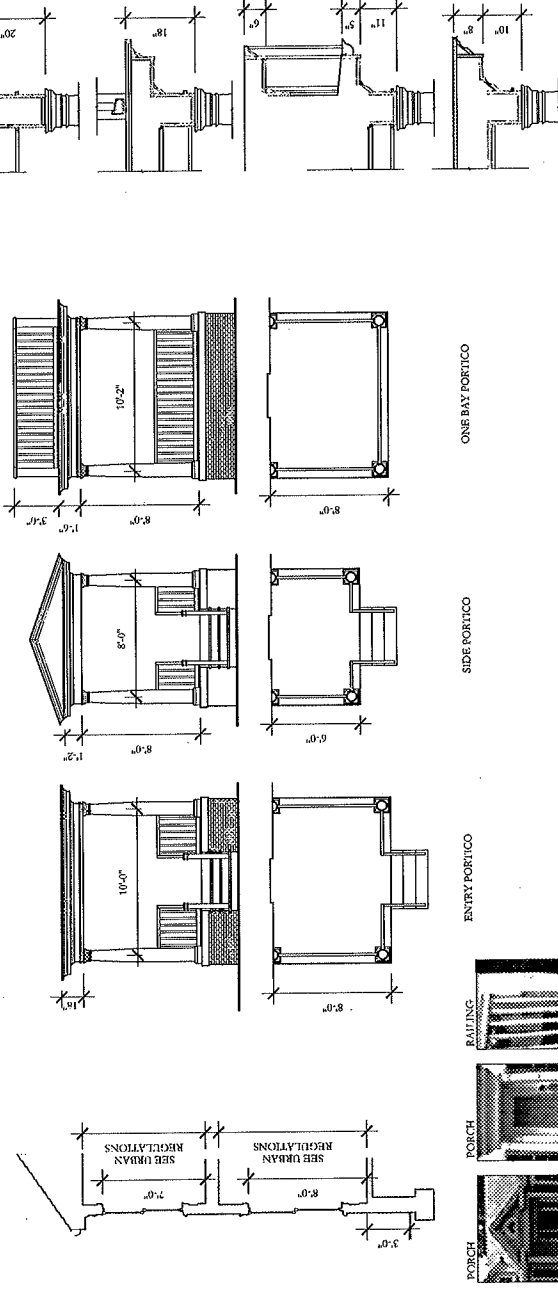
## Master Plan and Guiding Principles

## FINAL DRAFT



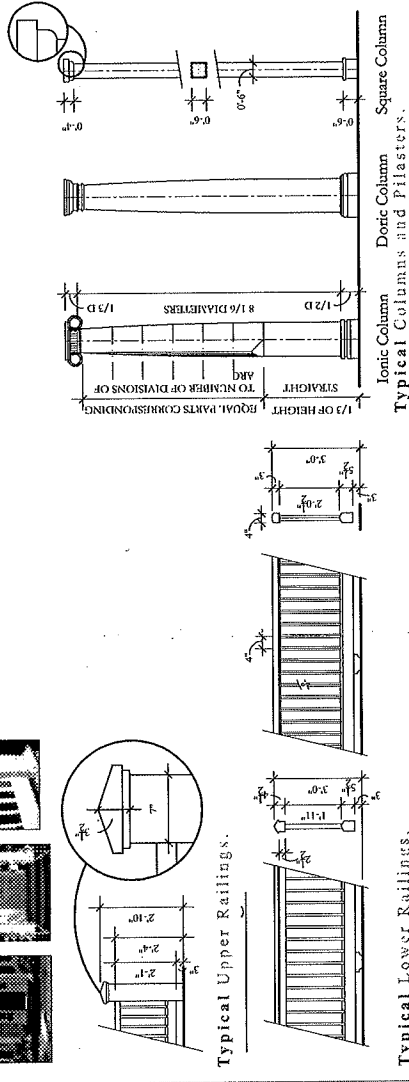
### Typical Section.

### Porch Beam Sections.



Typical Sections.

Detail Diagrams.



Colonial Classic - Example Details

### Colonial Classic Example Details

**WINDOW**

**DOOR**

**SHUTTER**

**SHUTTER**

### DESCRIPTION

**Example Details:**

- On the Colonial Classic style, the cornice is part of a boxed roof-wall junction with little overhang.
- The cornice may be decorated with dentils or moldings.
- The cornice may have open eaves and/or exposed rafters.
- Eaves shall be continuous, unless overhanging a balcony or porch. Eaves shall have an overhang from 12" to 16".
- Colonial overhanging eaves are typically shadow boxed, frequently with dentils.

**Windows and Doors:**

**Configuration and Techniques:**

- Classic Colonial style may have broken pediments over the entrance.
- Doors may have rectangular transoms and/or sidelights.
- Windows are rectangular with double hung sashes.
- May have bay windows, paired windows, or triple windows.
- Windows proportions on the Colonial Classic style are commonly either 6 over 9 on the first floor and 6 over 6 on the second floor, or 9 over 9 on the first floor and 6 over 9 on the second floor.
- In the Colonial Classic style, each window sash should have six, eight, nine, or twelve panes of glass, or multi-pane upper sash with single pane lower sash.
- All vertically superimposed openings shall be centered along the vertical axis.
- Rectangular windows shall be operable enclosure or single hung.
- Circular and hexagonal windows may be fixed.
- The facade normally has balanced symmetrical windows with a center door, although examples do exist with the front door asymmetrically placed on the facade.

### Typical Eave/Cornice.

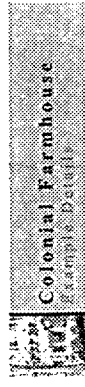
### Typical Dormers.

### Typical Shutters.

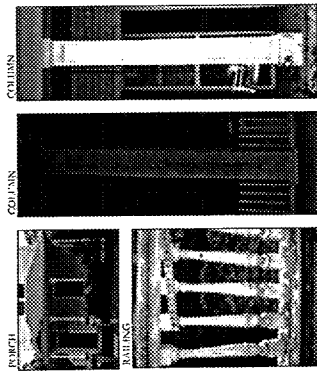
### Detail Diagrams.

### Typical Window Details.

### Typical Door Details.



Colonial Farmhouse Example Detail



DESCRIPTION

Building Walls:

- All common wall materials may be used, but siding is the most common.
- Exterior siding shall consist of wood or cement board with a face dimension no less than 1 x 4 and no greater than 1 x 6.

Configuration and Techniques:

- Interiors shall be finished. Horizontal wood boards or framed wood panels shall be used for walls. The boards shall be no less than 1 x 5" or smaller than 6 x 75". Lattice (flat-panel and vertical only) may be installed between wood studs and pilings, and brick screens may be installed between concrete piers and pilings.
- Trim shall not exceed 6" in width at corners and 4" in width around openings, except at the front door.

Building Elements:

- Posts and arches shall be brick or stone.

Configuration and Techniques:

- Posts shall be no less than 6" by 6".
- Railings shall have top and bottom rails. Wood top rails shall be mated and bottom rails shall have a vertical section. Top and bottom rails shall be centered on the balusters. The openings between the members shall be a minimum of 1" and a maximum of 4".
- The full facing double depth partition runs the full length of the front facade on the main body of the house. The porch shall have a single but deep cornice over 12" arranged as a 3 to 5 bay composition. These porches are typically 10' to 12' deep.

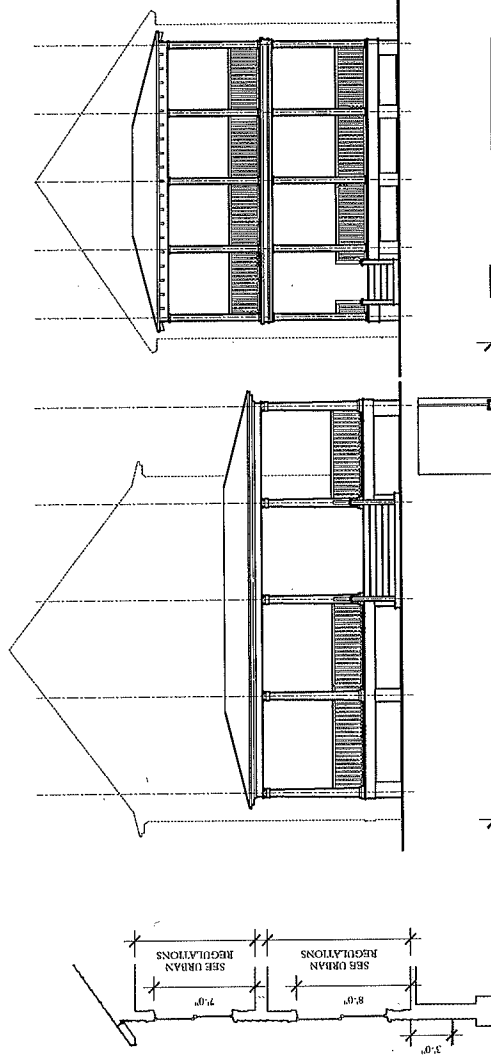
Roofs:

Configuration and Techniques:

- Principal roof on all freestanding buildings shall be symmetrically hip or gable with a slope of 6:12 to 10:12.
- Auxiliary Roofs (attached to walls or roofs)

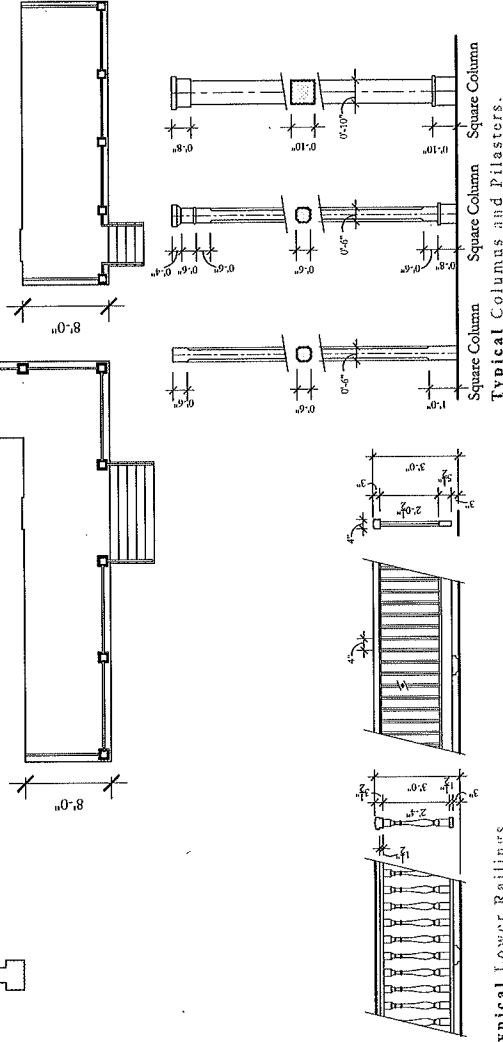
Typical Section.

Porch Diagrams.



Typical Sections.

Detail Diagrams.

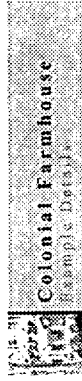


Typical Lower Railings.

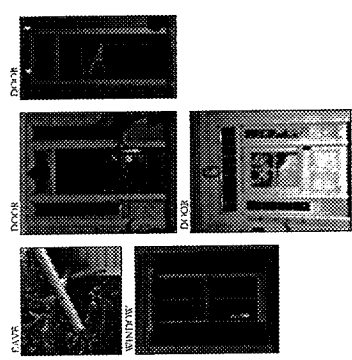
Typical Columns and Pilasters.







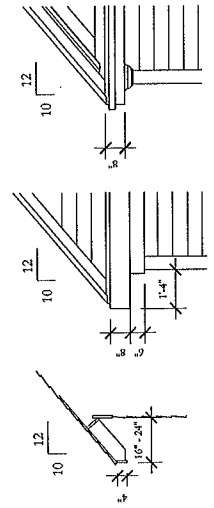
Colonial Farmhouse  
Example Details



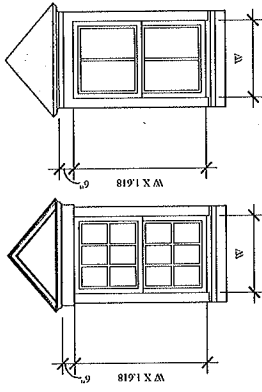
DESCRIPTION

- Level Details:**
- On the Colonial Farmhouse style, the cornice is either boxed or exposed with a overhang of 12" to 16" depth or no cornice.
  - The cornice may have open eaves and rake or exposed rafters.
  - Eaves shall be continuous, unless overhanging a balcony or porch. Eaves shall have an overhang from 12" to 16". Colonial Farmhouse overhanging eaves are typically boxed, frequently with dentils or exposed rafters.
- Windows and Doors:**
- Doors may have rectangular transoms and/or sidelights.
  - Windows are rectangular with double hung sashes.
  - May have bay windows or paired windows.
  - Window proportions on the Colonial Farmhouse style are commonly 2 over 2.
  - In the Colonial Farmhouse style, each window sash should have two panes of glass in each sash.
  - All vertically supported openings shall be centered along the vertical axis.
  - Rectangular windows shall be operable casement or single hung.
  - Circular and hexagonal windows may be fixed.
  - The facade normally has balanced symmetrical windows with a center door, although examples do exist with the front door asymmetrically placed on the facade.

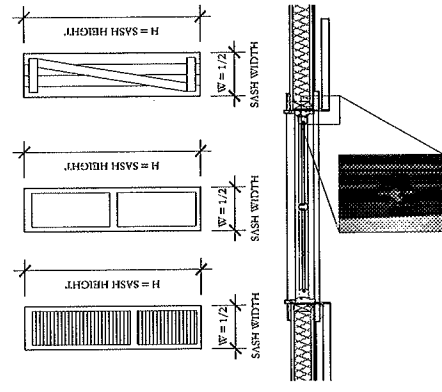
Typical Eave/Cornice.



Typical Dormers.



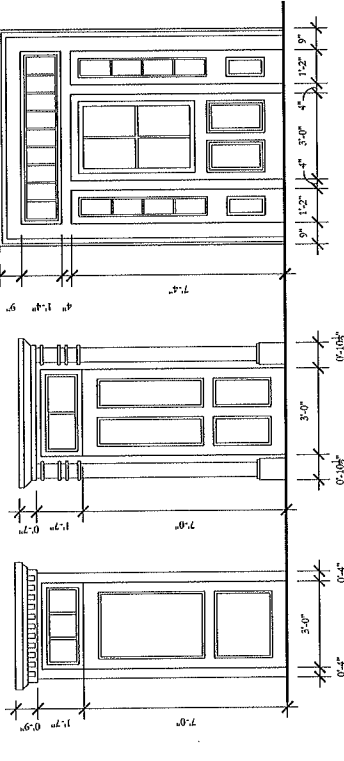
Typical Shutters.



Detail Diagrams.

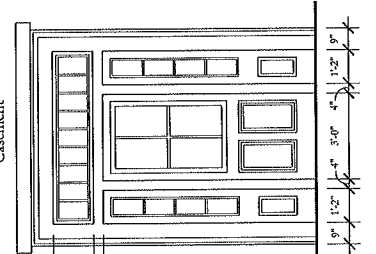
Detail Diagrams.

Typical Window Details.



Typical Door Details.

Operable Casement



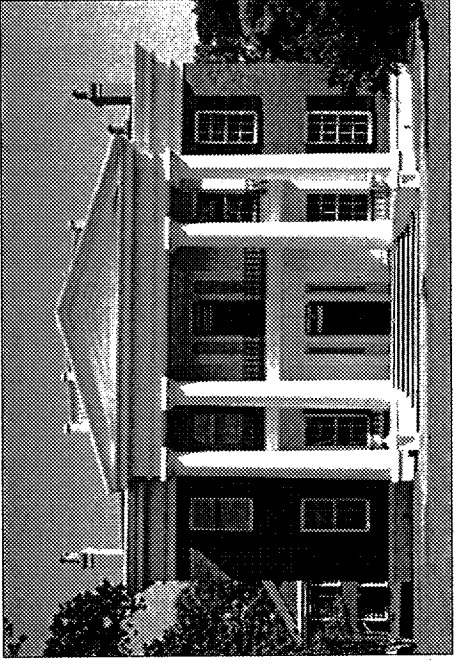
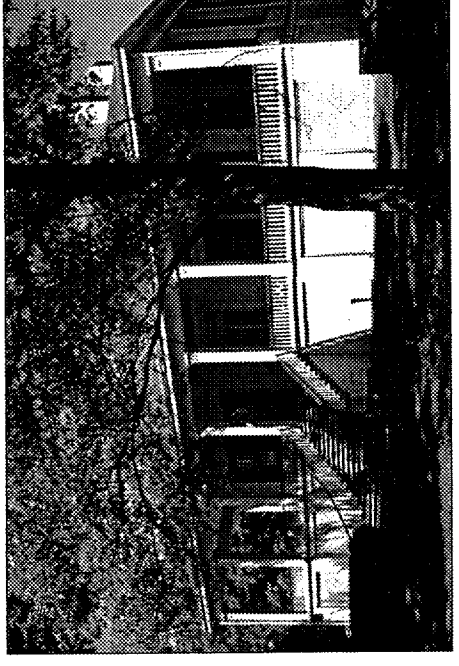
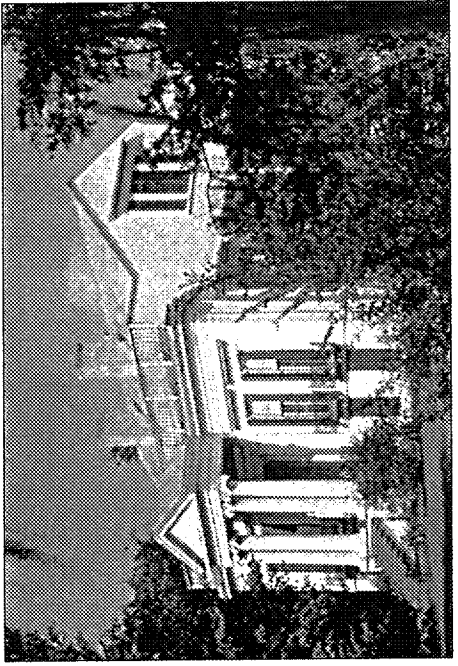
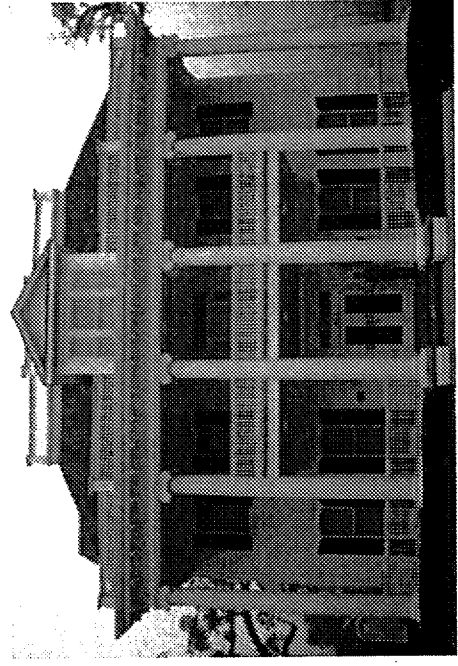


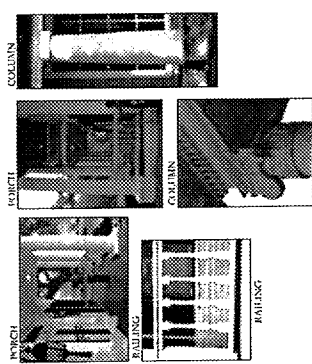
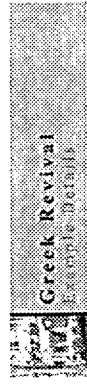
- Greek style houses commonly have either an entry porch, full height entry porch, or a full facade porch.
- Porch support columns are sized proportionally to the scale of the porch.
- The front door is typically surrounded by narrow rectangular windows and a transom above.
- The roof is either gabled or hipped with a low pitch of 4:12 to 6:12.
- The cornice line is accented with a wide band of trim.

- Basic Massing:**
- Less than full height entry porch:
  - Either side gable or hip roof
  - The entry porch may be recessed into the facade.
- Full height Entry porch:**
- Either side gable or hip roof
  - Band of cornice trim and rectangular lights over the entrance
  - May have a traditional classical pediment above the entry porch
  - May have a flat roof on the entry porch
  - The entry porch may be recessed into the facade

- Full facade porch:**
- Either side gable or hip roof
  - No pediment
  - The porch is either covered by the main roof or by a flat or shed extension from the main roof
  - The porch may extend around one or both sides of the house
- Front gabled roof:**
- May have a full-width colonnaded porch beneath the front gable
  - May have a small entry porch
- Gabled front with wing:**
- Wings are lower than the dominant front gabled portion
- Townhouse:**
- With or without a porch

Example images.





#### DESCRIPTION

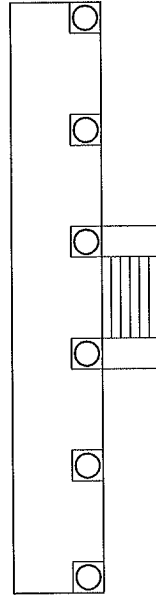
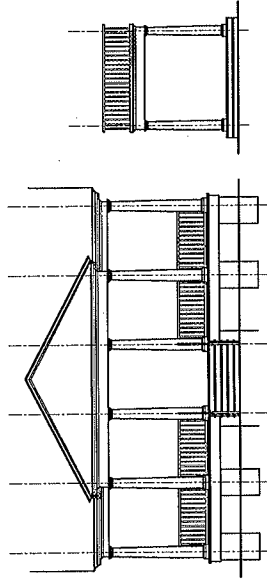
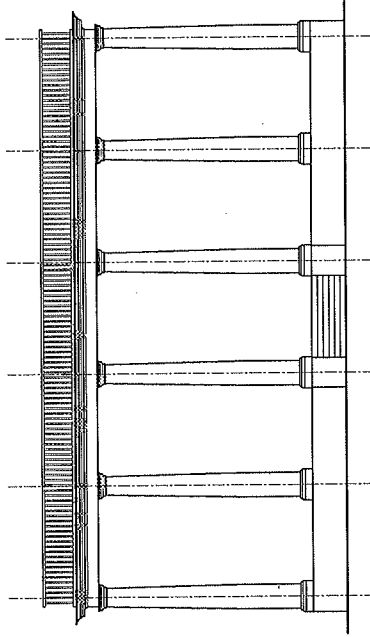
##### Building Elements:

- Configuration and Techniques:
  - Entry porch or full-width porch
  - Prominent square or round columns to support porch
  - Classical columns to support the porch roof
  - The detail of the column may be Greek, Roman, or a vernacular adaptation
- Typically Doric columns
- Pilasters are used on corners of frame houses or across the entire facade in lieu of freestanding columns

##### Roofs:

- Configuration and Techniques:
  - Gable or hip roof
  - Low pitch roof (4:12 to 6:12)

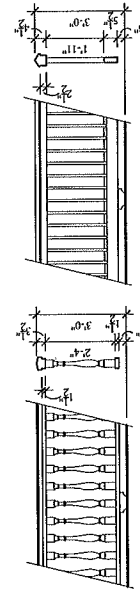
#### Porch Diagrams.



Full height and full width Porch

Typical Sections.

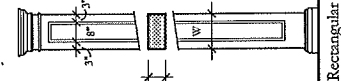
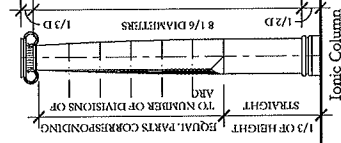
Detail Diagrams.



Typical Lower Railings.

Full width Porch

Entry Porch



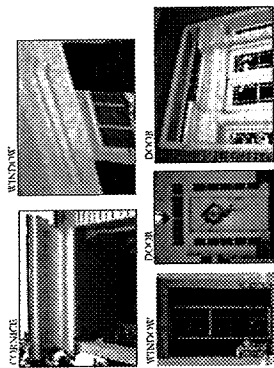
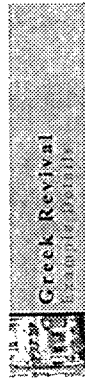
Rectangular Column

Doric Column (no base)

Doric Column

Typical Columns and Pilasters.





#### DESCRIPTION

##### Fixed Cornice:

- Material: The cornice band is most commonly made of undecorated boards (if you have complex, raised decorations)

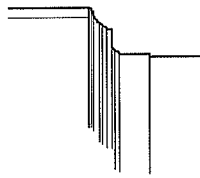
##### Configuration and Techniques:

- Wide-trimmed bands of trim beneath the cornice of the main roof and the cornice of the porch
- The cornice has two parts: the frieze above and the modillion below
- The cornice may be treated variously along a gabled wall
- May have lathe-turned brackets added to the cornice line

##### Windows and Doors:

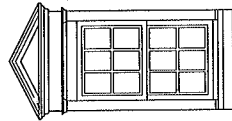
- Fabricate door surrounds that includes a narrow line of trim and a wide line of trim
- Door can be either single or paired
- Door is divided into one, two, or four panels
- Door transoms and side lights are rectangular panes of glass held in a decorative, decorative frame
- The door and the glazed surround are usually enclosed in a larger decorative frame of wood or masonry
- Door and glass may be recessed behind the iron wall, and the door may be recessed behind the iron porch
- Windows may have side lights
- Windows may have small lace-hand windows set into the wide trim beneath the cornice
- Window surrounds should be far less elaborate than door surrounds

#### Typical Eave/Cornice.

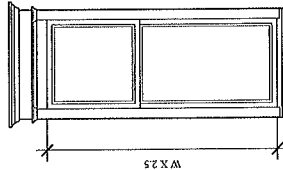
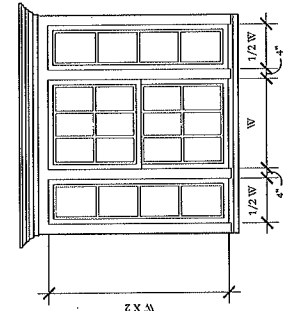
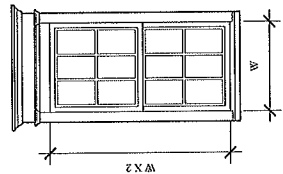
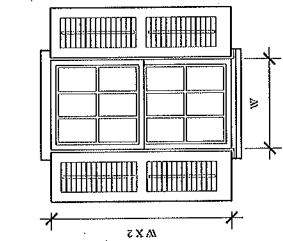
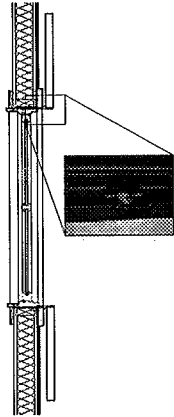


Detail Diagrams.

#### Typical Dormers.

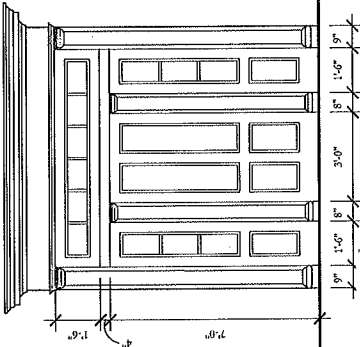
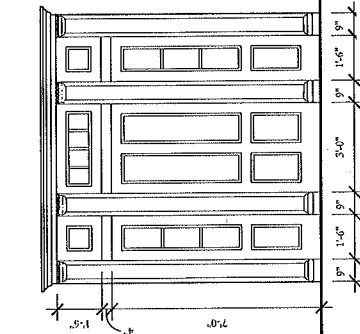
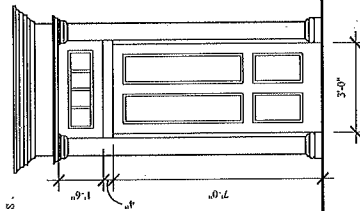
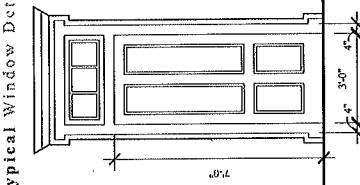


#### Typical Shutters.



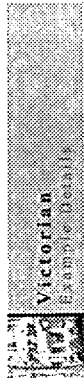
Detail Diagrams.

#### Typical Window Details.



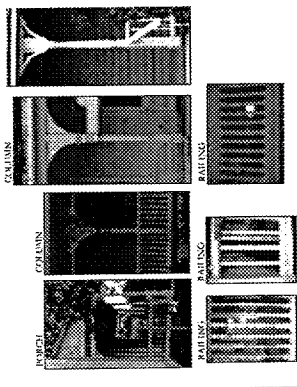
Typical Door Details.





Typical Section.

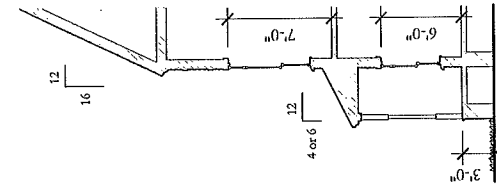
Porch Diagrams.



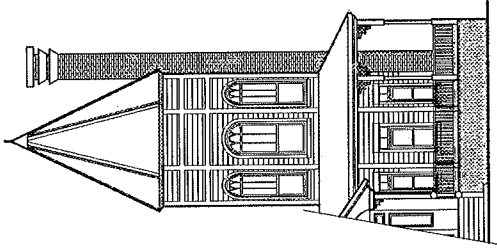
#### DESCRIPTION

Building Walls: **QUEEN ANNE**

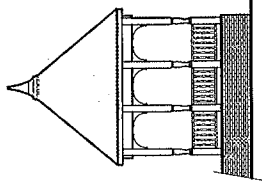
- Materials:
  - May have masonry walls with patterned brickwork or terra-cotta and stone decorative panels inset into the walls.
- Configuration and Techniques:
  - Wall surfaces are primarily decorative elements that have bays, towers, overhangs, wall projections, and several wall materials of differing textures.
  - A variety of materials on different stories.
  - May have decorative half-timbering in gables or upper-story walls.
- Building Elements: **QUEEN ANNE**
- Configuration and Techniques:
  - One-story porches are common and accentuate the asymmetry of the facade.
  - May have second-story porches recessed in the gable, second story, or tower.
  - Should have delicate turned porch supports and spindle work.
  - Gingerbread ornamentation in porch balustrades or as a frieze, or vertical balusters.
  - Vertical balusters with the railing which lacks the delicate, turned balusters.
  - Porch support columns may be grouped together in groups of two or three.



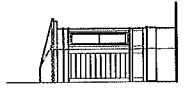
Typical Sections.



Tower with asymmetrical porch

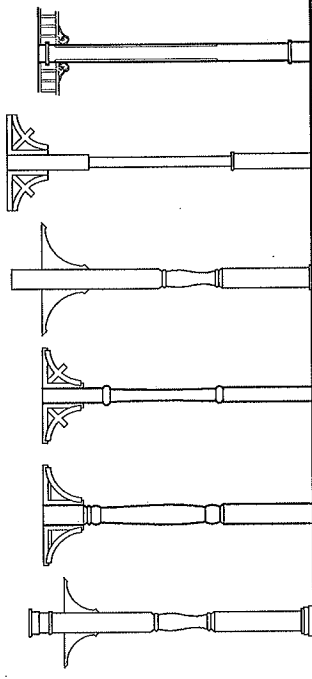


Cupola with gingerbread ornamentation

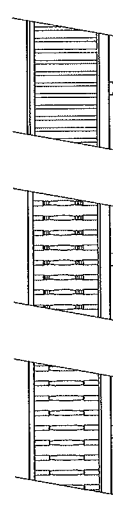


Side view of Bay Window

Detail Diagrams.



Typical Columns and Pilasters.



Typical Lower Railings.

ARCHITECTS  
SOUTHWEST

Americana  
A Traditional Neighborhood Development

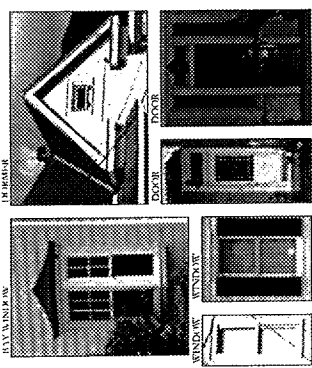
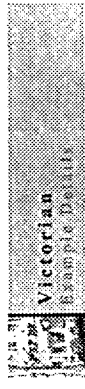
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Zachary, Louisiana

Master Plan and Guiding Principles

FINAL DRAFT



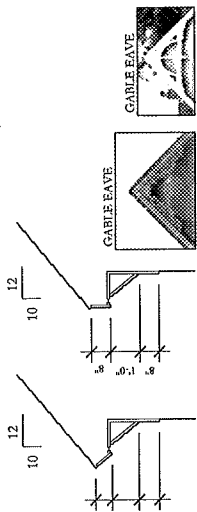


DESCRIPTION

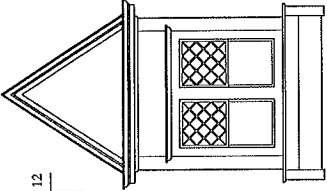
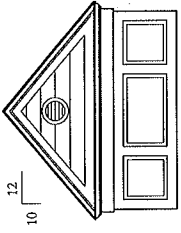
QUEEN ANNE  
Building Elements:  
Configuration and Techniques:  
- May have classical details such as Palladian windows and cornice line details.  
Windows and Doors:  
Configuration and Techniques:  
- Door and window surrounds should be simple  
- Window sashes should have only a single pane of glass or it may be a single large pane surrounded by additional small or rectangular panes on one or more sides  
- Doors commonly have delicate, knicked decorative detailing and a single large pane of glass set into the upper portion

FOLK VICTORIAN  
Windows and Doors:  
Configuration and Techniques:  
- Window surrounds are simple and may have a simple pediment above

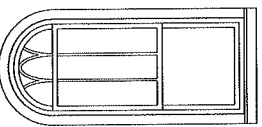
Typical Eave/Cornice.



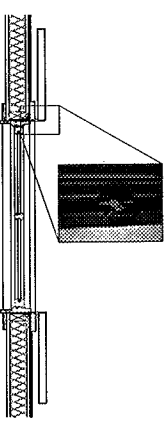
Typical Dormers.



Pediment Dormer



Gable Dormer

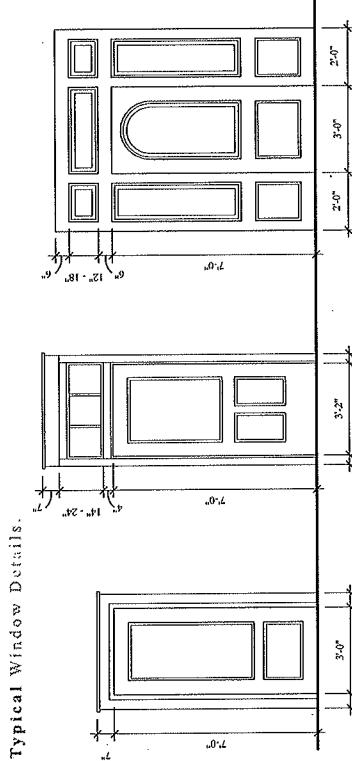
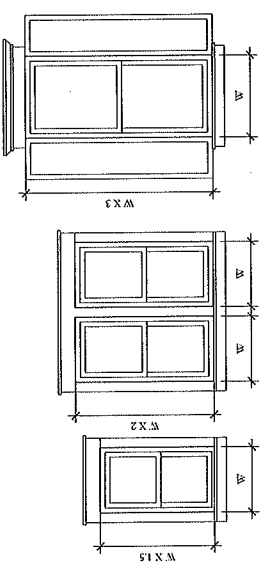


Typical Shutters.

Detail Diagrams.

Detail Diagrams.

Typical Window Details.



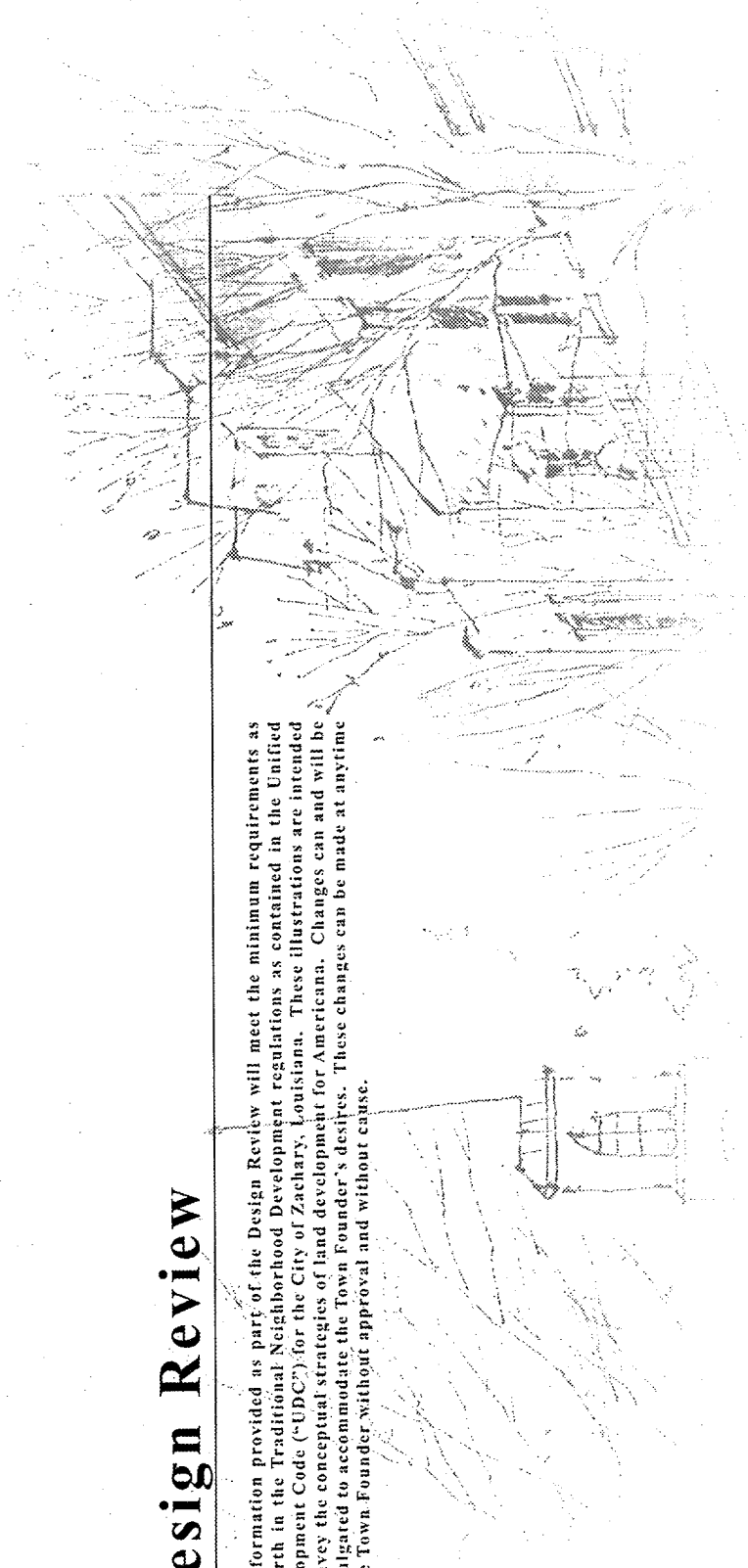
Typical Door Details.

Detail Diagrams.



# Design Review

All information provided as part of the Design Review will meet the minimum requirements as set forth in the Traditional Neighborhood Development regulations as contained in the Unified Development Code ("UDC") for the City of Zachary, Louisiana. These illustrations are intended to convey the conceptual strategies of land development for Americana. Changes can and will be promulgated to accommodate the Town Founder's desires. These changes can be made at anytime by the Town Founder without approval and without cause.



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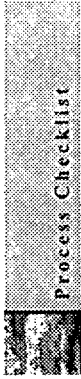
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Zachary, Louisiana

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Process Checklist

Step 1. DOCUMENTS FAMILIARIZATION

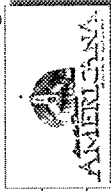
- Lot Purchase Agreement
- The Entire Design Guideline
- The Declaration of Covenants

Step 2. CONCEPT REVIEW

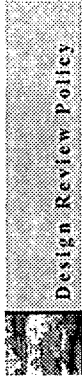
- Submit Form A: Concept Review Application
- Complete Schematic Drawings
  - Site Plan
  - Floor Plans
  - Elevations
  - Variances

Step 3. CONSTRUCTION DOCUMENTS REVIEW

- Submit Form A: Sketch Review Application (Bearing Americana's Stamp of Approval)
- Submit Form B: Construction Document Review Application
- Submit Form C: Materials & Finishes List
- Complete Construction Documents
  - Site Plan
  - Floor Plans
  - Elevations
  - Details
  - Coverage Calculations & Storm Water Containment
  - Plans
  - Landscape Plan
  - Variances



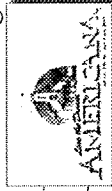




## Design Review Policy

- **Function of the Design Review Process:** To encourage the architectural harmony of Americana, the developer and all property owners are bound by regulations defined in Americana Declaration of Covenants and by the requirements contained in this document. To that end, no structure or improvement shall be erected or altered until approvals described in this document have been obtained.
- **Scope of Responsibility:** Americana has the right to exercise control over all construction in Americana and will also review all alterations and modifications to structures and improvements (even after initial construction is complete), including, but not limited to: painting, renovations, and landscaping.
- **Enforcing Powers:** Should a violation occur, Americana has the right to an injunctive relief, which requires the owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by Americana. Approval by Americana does not relieve an owner of his/her obligation to obtain any governmental approvals. If such approvals are required and are not obtained by the owner, Americana and/or the applicable governmental agency may take whatever actions are necessary against the owner to force compliance.
- **Limitations of Responsibility:** The primary goal of Americana is to review the submitted applications in order to determine if the proposed construction conforms to The Design Guidelines. Americana does not assume responsibility for the following:
  - a. The structural adequacy, capacity, or safety features of the structure and/or improvement.
  - b. Non-compatible or unsuitable soil conditions, soil erosion, etc.
  - c. Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.
  - d. The performance or quality of work of any architect or contractor.
  - e. Architect/Designer shall review/implement soils tests requirements.

- **The Architectural Review Committee:** Membership shall consist of individuals appointed by the Developer. Meetings are held as requests are received.
- **Review Fees:** Review fees are established by Americana. Americana reserves the right to waive these fees at its discretion.
- **Review Policy:** Americana reviews the submission and either grants approval, approval with stipulations, or denies approval. The owner is notified of the decision in writing and/or drawings within thirty days from the date of receipt. One set of plans will be returned with comments. Americana may deny approval because the application is incomplete or inadequate. If approval is not granted, a revised application may be submitted and reviewed in the same fashion as the initial application. If the application is denied approval, a formal appeal may be made in writing to Americana, atm. Architectural Review Committee.
- **Application Withdrawal:** An application for withdrawal may be made without prejudice.
- **Variances:** All variance requests pertaining to The Design Guidelines must be made in writing. Any variance granted shall be considered unique and will not set precedence for future decisions.
- **Approval of Builders:** All builders must be approved by the Developer to build in Americana. A list of pre-approved builders who understand the high quality of construction expected at Americana is available from the realtor. A builder not on the list must receive approval by the Developer.
- **Construction Inspection:** Periodic inspections may be made by Americana while construction is in progress to determine compliance with the approved plans and specifications. Americana is empowered to enforce its policies as set forth in The Design Guidelines and the Declarations of Covenants by any action, including an action in a court law, to ensure its compliance.
- **Waiver and Additional Requirements:** The Design Guidelines has been adopted to assist the owners in connection with the design review procedure. However, Americana has the right to waive the Design Guidelines requirements on the basis of architectural merit or demonstrated hardship.





BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ BUILDING TYPE: \_\_\_\_\_

<b>OWNER</b>	OWNER: _____ ADDRESS: _____ EMAIL ADDRESS: _____ TELEPHONE: _____ FAX: _____ E-MAIL: _____
<b>ARCHITECT</b>	ARCHITECT / DESIGNER: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____
<b>LANDSCAPE</b>	LANDSCAPE ARCHITECT: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____ E-MAIL: _____
<b>BUILDER</b>	BUILDER: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____

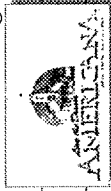
TWO SETS OF SITE PLANS, FLOOR PLANS, AND ELEVATIONS ARE TO BE SUBMITTED.  
ONE STUDY MODEL IS TO BE SUBMITTED (FOR PARTY WALL CONDITIONS).

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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Zachary, Louisiana



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Form B  
Construction Document  
Review Application

BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_

<b>OWNER</b>	OWNER: _____ ADDRESS: _____ TELEPHONE: _____ E-MAIL: _____ EMAIL ADDRESS: _____ FAX: _____
<b>ARCHITECT</b>	ARCHITECT / DESIGNER: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____
<b>LANDSCAPE</b>	LANDSCAPE ARCHITECT: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____
<b>BUILDER</b>	BUILDER: _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____
<b>INTERIOR</b>	INTERIOR DESIGNER (IF SELECTED): _____ ADDRESS: _____ TELEPHONE: _____ FAX: _____

\* BE SURE TO SUBMIT CONSTRUCTION DOCUMENT REVIEW PAPERWORK BEFORE SENDING PROJECT OUT TO BID. \*

TWO SETS OF THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED: ☐ FORM A (STAMPED) ☐ SITE PLAN ☐ DETAILS

☐ FORM B ☐ FLOOR PLANS ☐ LANDSCAPE PLANS

☐ FORM C ☐ ELEVATIONS

TWO SETS OF THE FOLLOWING DRAWINGS ARE TO BE SUBMITTED: ☐ SITE PLAN ☐ FLOOR PLANS ☐ LANDSCAPE PLANS

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ BUILDING TYPE: \_\_\_\_\_

ELEMENTS: DESCRIPTION (INCLUDE MANUFACTURER AND PRODUCT # WHERE APPROPRIATE)

RAILINGS \_\_\_\_\_

CHIMNEY \_\_\_\_\_

DOORS: MAIN ENTRANCE \_\_\_\_\_

OTHER \_\_\_\_\_

DRIVEWAY \_\_\_\_\_

WALKS \_\_\_\_\_

GARAGE DOOR \_\_\_\_\_

FENCE GATES \_\_\_\_\_

GUTTER \_\_\_\_\_

LIGHTING \_\_\_\_\_

DECK \_\_\_\_\_

ROOFING \_\_\_\_\_

SHUTTERS \_\_\_\_\_

SOFFIT \_\_\_\_\_

WALLS \_\_\_\_\_

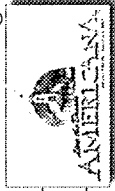
WINDOWS \_\_\_\_\_

IDENTIFY THE PROPOSED MATERIALS AND COLORS AS NOTED ABOVE. INCLUDE PERTINENT INFORMATION OR SAMPLES, SUCH AS PHOTOGRAPHS OR CUT SHEETS. INCLUDE COLOR SAMPLE BOARD FOR ALL PAINTED, STAINED, OR FACTORY-COLORED MATERIALS.

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

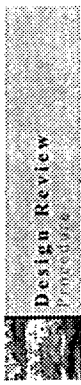
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Zachary, Louisiana

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Submit two copies of all required documents and drawings to \_\_\_\_\_, Attn: \_\_\_\_\_ at: \_\_\_\_\_

(Mailing address)

(Physical Address)

(E-Mail Address)

All documents shall include the name of the project, Americana, block and lot number, building type, owner(s)' name(s), and the date.

#### Step 1. Review Documents

In order to proceed, you should have reviewed the following documents:

- The Lot Purchase Agreement.
- The Design Guidelines which consists of the Regulating Plan, the Urban Regulations, and the Architectural Regulations.
- The Declaration of Covenants.
- The Design Review Procedure (this document).
- The list of recommended architects, landscape architects, and approved builders.

#### Step 2. Sketch Review

This review confirms a correct interpretation of The Design Guidelines. Americana will stamp the drawings upon approval.

- Form A: Sketch Review Application
- Schematic Design Drawings as outlined below:

- Site Plan (1/16" = 1') showing:
  - North arrow
  - Building footprints with entries, porches and balconies delineated and overhangs shown as dashed lines.
  - Drives and walks, with dimensions of each.
  - Existing trees shown.
  - Any garden information.
  - Floor plans (1/8" = 1' or 1/4" = 1')
  - Elevations (1/8" = 1' or 1/4" = 1') showing:
    - Porches, balconies, doors, and windows.
    - Principal materials rendered and specified.
    - Height of each floor, eave and maximum height in relation to ground level.
  - Roof pitch.
- Variances: If there are any variances to The Design Guidelines, submit a description of them and the justification based on merit or hardship.

**Step 3. Construction Documents Review**  
\*\* Be sure to submit construction Document Review paperwork before sending project out to bid. \*\*

This review checks the construction documents for compliance with The Design Guidelines and verifies that recommendations made at the sketch review have been incorporated. Conformity to applicable local regulations and building codes is the responsibility of your architect or builder. Americana will stamp the drawings upon approval.

- Form A: Sketch Review Application bearing Americana's stamp of approval.
- Form B: Construction Document Review Application
- Form C: Materials and Finishes List
- Construction Documents as outlined below:

• Site Plan showing:

- 1" = 20': Building footprints and setbacks from adjacent properties on all 4 sides.

(See Site Plan sketch).

- 1/16" = 1': North arrow; property lines; and setbacks with dimensions;
- Building footprints with entries, porches and balconies delineated and overhangs shown as dashed lines; location of parking on site; drives and walks with dimensions of each.

- Floor Plans (1/4" = 1') showing:
  - Rooms dimensioned and uses labeled.
  - All windows and doors with swings shown.
  - All overhangs of doors and roofs as dashed lines.
  - Overall dimensions.
  - Total square footage (enclosed and porches shown separately).

- Elevations (1/4" = 1') showing:
  - Porches, balconies, doors, and windows.
  - Principal materials rendered and specified.
  - Height of each floor, eave and maximum height in relation to ground level.
  - Roof pitch.
- Details (3/4" = 1' or 1-1/2" = 1') showing:
  - Eaves.
  - Door and window surrounds.
  - Porches.
  - Others as requested by Americana.
- Landscape Plan delineating tree save areas and new plantings by common species names.

- Variances: If there are any variances to The Design Guidelines, submit a description of them and the justification based on merit or hardship.

Americana will approve, approve with stipulations, or deny continued construction. The owner may also be asked by Americana to stake out the building, garden walls, fences, and trees to be removed.

If you have not selected a Builder by this time, you should do so now.

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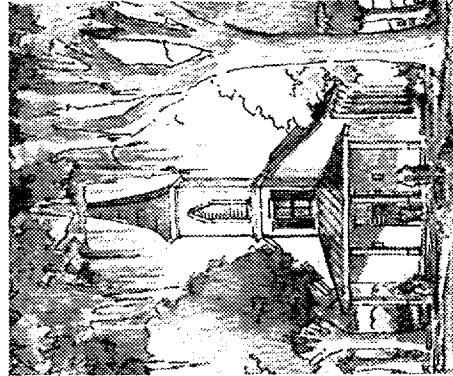
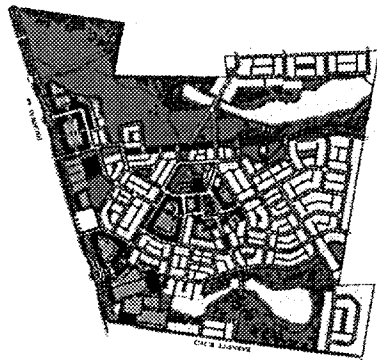
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Zachary, Louisiana

Master Plan and Guiding Principles



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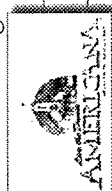


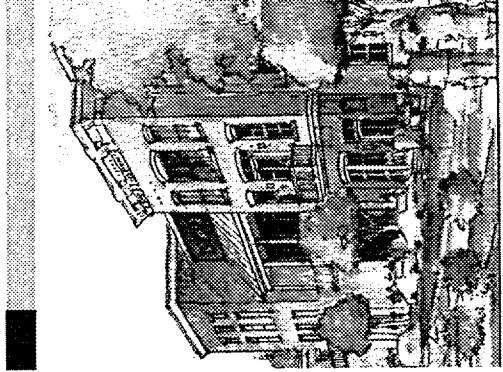
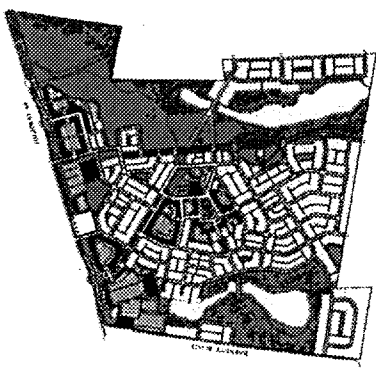
## Urban Regulating Permitted Uses

### Mixed use area, of commercial, residential, civic or institutional, and open space uses as identified below are permitted in zoning districts UC and RS.

- i. Commercial uses may include the following:
  - a. Food service, including without limitation:
    1. grocery stores which may include the sale or serving of alcoholic beverages for on-site and off-site consumption subject to a Conditional Use Permit (a grocery store structure may include "in-line" user locations which are attached and sidewalk sales);
  2. butcher shops;
  3. bakeries;
  4. restaurants, delis and cafes, which may provide for:
    - a. the sale or serving of alcoholic beverages for on-site and off-site consumption subject to a Conditional Use Permit;
  - b. with or without drive-throughs; and/or
  - c. with or without outside dining patios and areas
  - d. coffee shops with or without outdoor dining patios and areas;
  - e. taverns, bars or pubs (with or without outdoor seating areas) providing for the serving of alcoholic beverages for on-site consumption subject to a Conditional Use Permit;
  - f. ice cream parlors (with or without outdoor seating area).
- b. Retail uses (with or without sidewalk sales area), including without limitation:
  1. retail sales;
  2. florists or nurseries;
  3. stationery stores;
  4. book stores; galleries;
  5. studios and shops of artists and artisans.
  6. drug stores selling alcoholic beverages for off-site consumption subject to a Conditional Use Permit;
  7. apparel;
  8. antiques;
  9. furniture;
  10. music;
  11. neighborhood retail market;
  12. farmers market;
  13. toys;
  14. snow ball stands;
  15. pets;
  16. Store selling alcoholic beverages for on-site or off-site consumption, including, without limitation, a wine store;
- c. Services, including without limitation:
  1. child care centers;

2. music, dance or exercise studios;
  3. offices, including professional and medical offices;
  4. financial and banks (with or without drive through facilities and/or automatic teller facilities);
  5. medical clinics;
  6. barber;
  7. laundromats;
  8. educational;
  9. hair salon;
  10. dry cleaning (without or without drive through facilities);
  11. health, spa or fitness facilities;
  12. tailor shops;
  13. repair and service shops;
  14. postal and/or shipping;
  15. Veterinary services which may include a kennel with small animals kept inside and outside of the building;
  - d. Accommodations and Commercial Lodging (bed and breakfast establishments, hotels, motels or inns) which may serve alcoholic beverages for on-site consumption subject to a Conditional Use Permit;
  - e. Farmers' market;
  - f. Conference, Reception and Banquet Facilities which may serve alcoholic beverages for on-site consumption subject to a Conditional Use Permit; and
  - g. Private clubs and organizations which are not limited to residents and guests of the development, including fraternal organizations, which may serve alcoholic beverages for on-site consumption subject to a Conditional Use Permit;
- ii. Residential uses may include the following, for sale or rent:
    - a. Single-family attached dwellings, including multi-plexes, townhomes, row houses;
    - b. Multi-family dwellings, including senior housing;
    - c. Residential units located on upper floors above commercial uses or to the rear of storefronts;
    - d. Live/work units that combine a residence and the resident's workplace;
    - e. Secondary dwelling units, including, without limitation, garage apartments; and
    - f. "Special needs" housing, such as community living arrangements, assisted living facilities, senior and/or elder living facility, retirement living and nursing home;
    - g. Home Occupation subject to a Conditional Use Permit;
    - h. Home Office subject to a Conditional Use Permit;
  - iii. Civic or institutional uses may include the following:
    - a. Municipal offices, fire stations, libraries, museums, community meeting facilities, and post offices;
    - b. Places of worship;





Urban Regulating Permitted Use

- c. Transit shelters;
- d. Philanthropic institutions;
- e. Cultural and/or Civic facilities;
- f. Places of Public Assembly serving of alcoholic beverages for on-site consumption subject to a Conditional Use Permit;
- g. Educational facilities, including without limitation pre-school, pre-kindergarten;
- h. Recreational facilities such as YMCA.
- iv. Office which may include the following:
  - a. Art galleries and studios;
  - b. Banks which may include drive throughs;
  - c. Child care center;
  - d. Private clubs which are not limited to residents and guests of the development;
  - e. Medical clinics.
- v. Open space uses may include the following:
  - a. Central square;
  - b. Neighborhood parks;
  - c. Recreational facilities;
  - d. Community Garden;
  - e. Playgrounds; and
  - f. Outdoor recreation.
- vi. Wireless Transmitting. Wireless transmitting and receiving facility.
- vii. Special Uses. The following special uses:
  - a. Utilities, Community;
  - b. Utilities, Neighborhood;
  - c. Parking, including multi-level structures.
- viii. Open space. Uses identified below should be incorporated in the TND District as appropriate. Large outdoor recreation areas (such as playgrounds and fields, not large neighborhood centers) should be located at the periphery of neighborhoods rather than central locations. Common open space is more particularly described in Section 13.1.4(G) below.
  - a. Environmental corridors dedicated for preservation;
  - b. Protected natural areas dedicated for preservation;
  - c. Community parks;
  - d. Streams, ponds, and other water bodies.
- ix. Special UC Permitted Uses. Uses identified below are permissible in a UC zoning district only:
  - a. Movie Theater and Dinner Theater which may serve alcoholic beverages for on-site consumption subject to a Conditional Use Permit, including, without limitation, a bowling alley and/or family entertainment center;
  - b. Commercial Amusement Indoor which may serve alcoholic beverages for on-site consumption subject to a Conditional Use Permit, including, without limitation, a bowling alley and/or family entertainment center;

