

BYLAWS
OF
Cypress Point on the Amite
River Homeowners
Association, Inc.

**BYLAWS
OF
CYPRESS POINT ON THE AMITE RIVER HOMEOWNERS
ASSOCIATION, INC.**

**ARTICLE 1
INTRODUCTION**

1.1. PROPERTY. These Bylaws provide for the governance of Cypress Point on the Amite River Homeowners Association Inc., a planned community located in Livingston Parish, Louisiana, according to the plat or plats thereof recorded in Livingston Parish, Louisiana (the "**Property**").

1.2. DEFINITIONS. Unless otherwise defined herein, words and phrases defined in the Articles of Incorporation and Restrictions have the same meanings when used in these Bylaws.

1.3. PARTIES TO BYLAWS. All present or future Owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Articles of Incorporation, the Restrictions, and any other governing documents collectively to be called the "**Community Documents**". The mere acquisition of a Lot or occupancy of a dwelling will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.4. GENERAL POWERS AND DUTIES. The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Community Documents and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Owners, subject only to limitations upon the exercise of such powers as may be contained in applicable law or the Community Documents.

**ARTICLE 2
BOARD OF DIRECTORS**

2.1. NUMBER AND TERM OF OFFICE. The Board will consist of no less than three and no more than five (5) persons. Upon election, each director will serve a term of two years. If the annual meeting of members cannot be held or business cannot be transacted due to failure to achieve quorum as described in the bylaws, the current directors shall continue to serve for one additional year. This extension shall remain in effect until the next annual meeting or special meeting called for the purpose of director elections at which quorum is present. During this extended term, the directors shall retain all powers and responsibilities granted under these bylaws. If any board member resigns or is no longer able to perform their duties a board of less than three members shall be allowed to continue conducting the business of the board until such time as a new board member is elected or appointed.

2.2. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board.

2.2.1. Owners. Must be Owners or spouses of Owners of the Association.

2.2.2. Entity Owner. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Owner is eligible to serve as a director and is deemed to be an Owner for the purposes of this Section.

2.2.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his Lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.2.4. Violations. No person may be elected or appointed as a director if the person at the time of election or appointment has not cured a violation of the Community Documents for which the Association has given notice and a reasonable opportunity to cure.

2.2.5. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, Board, or committee is a party.

2.3. ELECTION. Directors will be elected by the Owners of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law.

2.4. VACANCIES. Subject to the exceptions below, vacancies on the Board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any special meeting of the Board called for such purpose. Each director so elected serves until the next meeting of the Association at which quorum is present, at which time a successor will be elected to fill the remainder (if any) of the term that was vacated.

2.5. MEETINGS OF THE BOARD.

2.5.1. Place of Board Meetings. The Board will conduct its meetings at a location that is reasonably convenient for the greatest number of directors. The decision of where to meet may be made on a meeting by meeting basis by the officer or director who calls the meeting, by the Board resolution, or by any other practice that is customary for homeowners associations.

2.5.2. Types of Board Meetings. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one such meeting must be held twice each calendar year, with or without notice. Special meetings of the Board may be called, with notice, by the president or, if he is absent or refuses to act, by the secretary, or by any two directors. In case of emergency, the Board may convene an emergency meeting to the purpose of dealing with the emergency after making a diligent attempt to notify each director by any practical method.

2.5.3. Notice to Directors of Board Meetings. Notice is not required for regular meetings of the Board, provided all directors have actual or constructive knowledge of the meeting date, time, and place. Notice of a special meeting must be given at least one day in advance of the meeting.

2.5.4. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings.

2.5.5. Quorum. At meetings of the Board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

2.5.6. Minutes. The minutes must report actions taken by the Board, but need not report the substance of discussion. The Board is not required to distribute minutes of its meetings to the Owners.

2.5.7. Voting. A director who is also an officer of the Association, even the presiding officer, is expected to participate and to vote in the manner of every other director. The president of the Association is not prohibited from voting and is not limited to tie-breaking votes. Directors may not participate by proxy at meetings of the Board.

2.5.8. Executive Session. The Board may adjourn any regular or special meeting of the Board and reconvene in executive session, subject to the following conditions:

- a. The nature of business to be considered in executive session will first be announced in general session.
- b. No action may be taken nor decision made in executive session, which is for discussion and informational purposes only.
- c. The limited purposes for which the Board may convene in executive session are (1) to confer with the Association's legal counsel, (2) to discuss litigation or resolution of claims with which the Association is threatened or involved, (3) to discuss labor or personnel matters, (4) to discuss a complaint from or an alleged violation by an Owner when the Board determines that public knowledge would be injurious to the Owner, and (5) to discuss matters of a particularly sensitive nature.
- d. At the end of the executive session, the Board must return to the general meeting and announce the general nature of the business that was considered in executive session. Any vote, act, or decision that would have been made in executive session (but for this requirement) must be made in the general meeting.
- e. The Board is not required to make or maintain minutes of executive sessions.

2.5.9. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone, computer application, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.6. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, subject to the following requirements:

2.6.1. Unanimous Consent. If all directors individually or collectively consent in writing to such action, the written consents have the same force and effect as the unanimous approval of directors at a meeting.

2.7. POWERS AND DUTIES. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by applicable law or the Community Documents, are reserved to the Owners and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in applicable law or the Community Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.7.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and residents.

2.7.2. Managing Agent. The Board may employ a managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.7.3. Association maintenance. The Board may utilize Association funding to maintain any greenspace as well as common land available for use by any member of the Cypress Point Homeowners Association within the original limits of the First Filing of the Cypress Point Subdivision, even if said space is not owned by a member.

2.7.4. Insurance. The Board may utilize Association funding to source and maintain General Liability, Director and Officers Insurance, and any other insurance policies for the Association.

2.8. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, may be required by the Board to furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

2.9. COMPENSATION. Except as permitted below, a director, officer, Owner, or resident is not entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Owner, or resident. Nevertheless,

- a. A director, officer, Owner, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- b. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

- c. This provision does not apply to distributions to Owners permitted or required by the Community Documents, applicable law, or a court order.

ARTICLE 3 **OFFICERS**

3.1. **DESIGNATION**. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one or more vice-presidents as it deems necessary. The president and secretary must be directors. Any two offices may be held by the same person. If an officer is absent or unable to act, the Board may appoint a director or a committee to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. **ELECTION OF OFFICERS**. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. **REMOVAL AND RESIGNATION OF OFFICERS**. A majority of directors may remove any officer, with or without cause. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. **DESCRIPTION OF PRINCIPAL OFFICES**.

3.4.1. **President**. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the Board; (2) has all the general powers and duties which are usually vested in the office of president of an organization; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (4) sees that all orders and resolutions of the Board are carried into effect.

3.4.2. **Vice-President**. The vice-president, if appointed, acts in place of the president in event of the president's absence, inability, or refusal to act. The vice-president also exercises and discharges any duty required of the vice-president by the Board.

3.4.3. **Secretary**. The secretary: (1) keeps the minutes of all meetings of the Board and of the Association; (2) has charge of such books, papers, and records as the Board may direct; (3) maintains a record of the names and addresses of the Owners for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.4.4. **Treasurer**. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.5. AUTHORIZED AGENTS. Except when the Community Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of the Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. An annual meeting of the Association will be held at a date selected by the Board of Directors. At annual meetings the Owners will elect directors in accordance with these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

4.2. PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place convenient to the Owners, as determined by the Board.

4.3. NOTICE OF MEETINGS. Subject to the provisions below, at the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Lot at least thirty days but not more than 75 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices may also set forth any other items of information deemed appropriate by the Board.

4.3.1. Notice Exception. Individual notice of the regular annual meeting of the Association is not required if (1) the time and place of the meeting is largely unchanged from year to year and (2) information about the time and place is routinely available to all Owners, such as by year-long posting on the Association's official website or repetitive announcements in the Association's newsletter. This exception does not apply to special meetings of the Association or to changes in the time and place of the regular annual meeting.

4.4. RECORD DATE. Before each meeting of the Association, the Board will establish a list of all Owners for purposes of receiving a meeting notice, and a list or way of identifying Owners who are ineligible to vote at the meeting determined by the requirements in 4.5.2 Voting. The "cut off" date on which these lists are based is referred to as the "Record Date." The Record Date for an Association meeting for which notice is given is ten calendar days before the date the notice is distributed or published to the Owners. The Record Date for an Association meeting for which no notice is given is 45 calendar days before the meeting.

4.5. ELIGIBILITY.

4.5.1. Meeting Notice. An Owner of each Lot in the Property as of the Record Date is eligible to receive notices of meetings of the Association, to attend meetings of the Association, and to participate in meetings of the Association, even though the Owner may be ineligible to vote or to stand for election to the Board. Because the ownership of Lots may change during a year, the ownership as of the Record Date is used to produce the membership list for use in connection with the meeting.

4.5.2. Voting. The Board may determine that an Owner may not vote at a meeting of the Association if they are not in good standing with the Community Documents. The Board is not required to disqualify Owners with delinquent accounts, and may allow all Owners to vote

regardless of arrearages. The following conditions may disqualify an owner from voting eligibility;

- a. Delinquency. If any assessment against the person or his Lot is more than 30 days' delinquent at the time of the record date, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.
- b. Violations. If the person or his Lot at the time of the record date has not cured a violation of the Community Documents for which the Association has given notice and a reasonable opportunity to cure.
- c. Litigation. If the person is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, Board, or committee is a party.

4.6. QUORUM. Except as provided in the Restrictions and in the next section hereof, any number of members, together holding at least a majority of the outstanding votes entitled to vote thereat, who are present in person or represented by written proxy at any meeting, constitute a quorum for the transaction of business despite the subsequent withdrawal or refusal to vote of any member.

4.7. ADJOURNMENT OF MEETING. If less than a quorum is in attendance at any time for which a meeting is called, the meeting may, after the lapse of at least half an hour, be adjourned by a majority in the interest of the members present or represented and entitled to vote thereat. If notice of such adjourned meeting is sent to the members entitled to vote at the meeting, stating the purpose of purposes of the meeting and the previous meeting failed for lack of quorum, then any number of members, present in person or represented by written proxy, and together holding at least one-fourth of the outstanding votes entitled to vote thereat, constitute a quorum if the rescheduled meeting is held within 90 days.

4.8. VOTES. The vote of Owners representing at least a majority of the votes cast at any meeting at which a quorum is present binds all Owners for all purposes, except when a higher percentage is required by these Bylaws, the Restrictions, the Articles, or by applicable law.

4.8.1. Co-Owned Lots. If a Lot is owned by more than one Owner, the vote appurtenant to that Lot is cast as follows. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.8.2. Entity-Owned Lots. If a Lot is owned by an entity, such as a corporation or partnership, the vote appurtenant to that Lot may be cast by any officer, manager, or partner of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

4.9. PARTICIPATION. Owners may participate in person or by proxy at meetings of the Association. An Owner who participates is deemed "present" and may be counted towards a quorum unless the Owner participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.10. PROXIES. Votes may be cast in person or by written proxy.

4.11. CONDUCT OF MEETINGS. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting.

4.13. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Owners present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

ARTICLE 5

ENFORCEMENT

5.1. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action in writing.

5.1.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5.1.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

5.1.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

5.2. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Community Documents for violation of a provision of the Community Documents, the Board may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Community Documents, including the collection of delinquent assessments.

ARTICLE 6

OBLIGATIONS OF THE OWNERS

6.1. PROOF OF OWNERSHIP. On becoming an Owner of a Lot the owner must furnish to the Board evidence of ownership in the Lot, which a copy will remain in the files of the Association. The Association may refuse to recognize a person as an Owner unless this requirement is first met.

6.2. MAILING ADDRESS. The Owner or the several co-Owners of a Lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all

other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Lot is deemed to be his mailing address.

6.3. ASSESSMENTS. All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Community Documents.

6.4. COMPLIANCE WITH DOCUMENTS. Each Owner will comply with the provisions and terms of the Community Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 7

NOTICES

7.1. CO-OWNERS. If a Lot is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

7.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Owner at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an Owner fails to give the Association an effective address, the notice may be sent to the address of the Owner's Lot. If the Association properly transmits the notice, the Owner is deemed to have been given notice whether or not he actually receives it.

7.3. WAIVER OF NOTICE. Whenever a notice is required to be given to an Owner or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by an Owner or director at any meeting of the Association or the Board, respectively, constitutes a waiver of notice by the Owner or director of the time, place, and purpose of the meeting. If all Owners or directors are present at any meeting of the Association or the Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 8

INDEMNIFICATION

8.1. GENERAL. The Association shall indemnify each Association Leader to the extent authorized under and pursuant to La. R.S. 12:227. As used in this Article, "**Association Leader**" means a person who is a current or former officer or director of the Association, or a current or former committee chair or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

8.2. EXPENSES. The indemnification provided by this Article covers reasonable expenses and costs, such as legal fees, actually and necessarily incurred by the indemnified person in connection with a qualified claim.

ARTICLE 9
AMENDMENTS TO BYLAWS

9.1. GENERAL. The members or the directors, by affirmative vote of a majority of those present or represented, may at any meeting with quorum, amend or alter any of the bylaws; subject, however, to the rights of the members to change or repeal any bylaws made or amended by the directors by a vote of a majority of the members at a meeting called for such purpose, where a quorum of qualified members is present.

ARTICLE 10
GENERAL PROVISIONS

10.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Louisiana, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's Articles of Incorporation or Restrictions conflicts with these Bylaws, the Articles of Incorporation control.

10.2. SEVERABILITY. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

10.3. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

10.4. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year begins January 1st and ends December 31 of each year.

10.5. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

THUS DONE AND SIGNED this 22nd day of December, 2025

CYPRESS POINT ON THE AMITE
RIVER HOMEOWNERS
ASSOCIATION, INC.

By: 

Anthony Gulino

Attest: 

Kimberly Woods