

BAYOU BEND HOMEOWNERS ASSOCIATION, INC.

BY-LAWS & RULES OF PROCEDURE

March 5, 2020

ENACTED BY DULY ELECTED BOARD OF DIRECTORS & PURSUANT TO THE ARTICLES OF INCORPORATION

Article I. PURPOSE AND MISSION

The purpose of the Bayou Bend Homeowners Association is to provide for the maintenance, operation and control of all property owned by the Association, and to promote the health, safety and welfare of the members of the Bayou Bend Homeowners Association. In addition, the Bayou Bend Homeowners Association has the responsibility to support and enforce the protective covenants for Bayou Bend.

Our mission is to maintain and enhance homeowner value, safety and collegiality.

Article II. MEMBERSHIP

Section 2.01 The HOA is organized on a non-stock basis. The record owner of an originally subdivided lot included within Bayou Bend shall be the owner of one (1) membership in the HOA for each lot owned and, as such, a member of the HOA. Should any of said originally subdivided lots be resubdivided into two (2) OR MORE LOTS (hereinafter "Resubdivided Lots"), the owner of each Resubdivided Lot shall be the owner of one (1) membership in the HOA for each resubdivided Lot owned only if the resubdivision was approved in accordance with the Restrictive Covenants applicable to the originally subdivided lots.

Article III. VOTING RIGHTS

Section 3.01 Each member of the HOA shall be entitled to one (1) vote for each membership owned by him in the Association. When more than one (1) person holds the requisite interest in any membership, the vote for such membership shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to membership. Should any member be delinquent in any amount owed to the Association, such member shall not be an authorized voter until the amount owed is paid.

Article IV. SCOPE OF ACTIONS AND AUTHORITY

Section 4.01 The Bayou Bend Homeowners Association, Inc. (hereafter referred to as "HOA") is legally incorporated in the state of Louisiana and is the sole presiding authority for the Bayou Bend Development. (hereafter referred to as "Bayou Bend")

Section 4.02 The authority identified above was established by the protective and restrictive covenants which have been recorded with the Bossier Parish Clerk of Court.

Section 4.03 The HOA articles of incorporation and the protective covenants shall take precedence over any Bylaw established by the board of directors

Section 4.04 Per the Articles of Incorporation, the HOA shall elect a Board of Directors. This board shall have the sole authority to conduct business transactions on behalf of the HOA.

Section 4.05 All members of the Board of the Directors and others who may be directed to take action(s) on behalf of the HOA shall be held harmless for said actions.

Section 4.06 The Board of Directors shall have authority to make and alter Bylaws subject to the power of the members to change or repeal the Bylaws so made.

Section 4.07 The Board of Directors, on behalf of the HOA, shall have the authority to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Articles of Incorporation and the Bylaws of the HOA, and of the restrictive covenants affecting any property whose owners are entitled, by virtue of the ownership of such property, to membership in the HOA and to pay all expenses in connection with the conduct of the business of the HOA, including all licenses, taxes or governmental charges levied or imposed against the property of the HOA.

Article V. ELECTION OF THE BOARD OF DIRECTORS

Section 5.01 Any person seeking to hold office as a board member must be an authorized voting member in good standing of the HOA.

Section 5.02 The Board of Directors shall consist of a President, Vice-President, Secretary-Treasurer and two (2) Members-at-Large.

Section 5.03 No Board member may hold more than one (1) position on the Board.

Section 5.04 The terms of office for President, Secretary-Treasurer shall be two (2) years. The terms of office for Vice-President and the two (2) Members-at-Large shall be for one (1) year.

Section 5.05 Each member of the Board of Directors shall have one (1) equal vote on the Board

Section 5.06 In the event that a Board member(s) is either unable or unwilling to complete their term of office, the remaining Board member(s) shall appoint a member of the HOA to fulfill the remainder of their term(s)

Article VI. ANNUAL MEMBERSHIP DUES & ASSESSMENTS

Section 6.01 The Board of Directors shall determine the annual dues levied upon each member.

Section 6.02 All charges or assessments shall be made payable to: BAYOU BEND HOMEOWNERS ASSOCIATION

Section 6.03 Effective June 1, 2018, the annual membership assessment for each member shall be one-hundred dollars (\$150.00). This assessment period shall begin on June 1st and end on May 31st. This assessment shall automatically renew on June 1st of all subsequent years, unless amended by the Board of Directors.

Section 6.04 In the event of the sale of a home or lot within the assessment period mentioned in Section 6.03, the new home or lot owner shall be responsible for payment of the prorated balance of the assessment. The prorated amount shall be 1/12th of the annual assessment multiplied by the number of months remaining until May 31st of the following year. If the property closing date is before the 15th of the month, that month will be counted as a full month applicable to the total amount assessed.

Section 6.05 The Secretary-Treasurer of the HOA is responsible for collecting the annual assessment as well as any other assessment or dues so decided by the Board of Directors.

Section 6.06 Each member will receive a renewal notice within thirty (30) days of June 1st for all subsequent years beyond 2004.

Section 6.07 The annual dues (refer to Section 6.03) must be remitted to the HOA no later than June 30th of the year for which the dues are being assessed.

Section 6.08 If the annual dues are not remitted to the HOA within thirty (30) days of the first written notice, the Secretary-Treasurer will submit a second written notice via Certified mail which will be due and payable upon receipt.

Section 6.09 If the annual dues are not remitted within thirty (30) days of the receipt of the second statement sent via certified mail, the HOA shall assess a twenty-five-percent (25%) penalty on any remaining balance.

Section 6.10 If full payment of any outstanding balance, including penalties, owed to the HOA is not made within thirty (30) days of receipt of the statement sent via certified mail, the Board of Directors, on behalf of the HOA, shall have the authority to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Articles of Incorporation and the Bylaws of the HOA, and of the restrictive covenants affecting any property whose owners are entitled, by virtue of the ownership of such property, to membership in the HOA and to pay all expenses in connection with the conduct of the business of the HOA, including all licenses, taxes or governmental charges levied or imposed against the property of the HOA. In the event dues are not paid, the HOA may petition the Bossier Parish Clerk of Court to attach a lien to the member's property in order to satisfy the original debt, penalties, court fees, attorney's fees and any additional remunerations allowed by applicable local, state or federal laws

Section 6.11 The Board of Directors shall also have the power to assess other membership fees or dues as they deem appropriate. Any assessment other than the annual dues requires the approval of four of five board members.

Article VII. PROTECTIVE AND RESTRICTIVE COVENANTS

Section 7.01 All property and building covenants have been filed with the Bossier Parish Clerk of Court and remain intact, as filed, in perpetuity.

Section 7.02 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date the covenants were recorded with the Bossier Parish Clerk of Court; and automatically shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Section 7.03 These protective covenants and restrictions may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety-percent (90%) of the lot owners and thereafter by an instrument signed by a majority of the lot owners. Any amendment must be properly recorded.

Section 7.04 Pursuant to the protective covenants, the Board of Directors shall appoint an Architectural Control Committee for the purpose of covenant enforcement. The Architectural Control Committee (hereinafter referred to as "ACC") shall consist of no less than three (3) members of the HOA, nor more than five (5) members of the HOA. At least one (1), but not more than two (2) members of the ACC must be a member of the Board of Directors.

Section 7.05 The decisions of the ACC shall be binding upon the Board of Directors and may be reversed, discarded or amended only with a four-fifths (4/5) vote of the Board of Directors.

Section 7.06 The ACC or the Board of Directors, in their own right and/or as representative of any owner, or any owner shall have the right to enforce in a Court of law of competent jurisdiction, by injunctive relief or otherwise, until violation of any restriction, condition, covenant or reservation now or hereafter imposed by the provisions of these covenants, or placed of record by the HOA, affecting lands covered hereby has ceased or been corrected. Any attorney fees incurred by the ACC or the Board of Directors or any Owner in the enforcement of these restrictions, conditions and covenants shall be paid by the violator thereof. This provision grants a right of enforcement, but in no way obligates the HOA, the ACC or an Owner to pursue such enforcement. Failure by the ACC or any owner for any period of less than two (2) years to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.07 The Board of Directors, the ACC and any authorized voting member of the HOA may file a complaint with the ACC. Any complaint filed with the ACC or Board of Directors shall be valid regardless of whether it is submitted verbally or in writing. Any member of the HOA who requests that their complaint be registered in anonymity shall have that request honored.

Section 7.08 All complaints or inquiries relating to protective covenants shall be forwarded to the ACC.

Section 7.09 Upon receipt of any complaint, the ACC is responsible for reviewing the covenants and the alleged violation. If, in the judgment of the ACC, no violation has occurred, the complainant will be notified as to the decision of the ACC.

Section 7.10 Upon review of the covenants and the alleged violation, should the ACC determine that there is in fact a violation of the covenants; the ACC will notify the property owner of the violation and the appropriate action that the violator must take.

Section 7.11 The ACC shall retain the right to exercise discretion in handling complaints and their resolution.

Section 7.12 The ACC shall establish procedural measures to ensure consistency and fairness in handling covenant violations.

Section 7.13 Should a homeowner found in violation of the covenants wish to appeal a decision of the ACC, he must do so in writing within ten (10) days of notification from the ACC. Any appeal of an ACC decision must be made to the Board of Directors. Upon receipt of an appeal, the Board of Directors will allow the homeowner found in violation to meet with the Board and present their position and proposed solutions. The Board will render a final, binding decision with forty-eight (48) hours of meeting with the homeowner found in violation.

Section 7.14 The ACC will retain the right to amend their procedures as needed and those amendments are binding upon the Board of Directors and the HOA unless specifically repealed by a four-fifths (4/5) vote of the Board of Directors