



the woods

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Unit Owners Association Bylaws

Bylaws
Of
"The Woods" Unit Owners Association, Inc.
Article I
Members
(Unit Owners)

Section 1 – The direction and administration of the Planned Environmental Community shall be vested in a Board of Directors (hereinafter referred to as the "Board"), comprised of each Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. Only one person per Unit may serve on the Board of Directors.

Section 2 – There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy, but in no event shall more than one (1) vote be cast with respect to any Voting Member.

The total number of votes of all Voting members shall be the number of units and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Rights of Use of the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "A". Declarant shall be the Voting Member with respect to any Unit owned by the Declarant.

Section 3 – Meetings of the Voting Members shall be held at the Planned Environmental Community or at such other place in the Parish wherein the Planned Environmental community is situated as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total vote present at such meeting.

Section 3(a) – There shall be an annual meeting of the Voting Members on the first Monday of February following such initial meeting, and on the first Monday of February of each succeeding year thereafter, such reasonable time as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

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Section 3(b) – Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration of Condominium require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-half (½) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3(c) – Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each person at the address given by him to the Board for purpose of service of such notice, or to the Unit of the Owner with respect to which such voting rights appertain, if no address has been given to the Board.

Article II

Board of Directors

Section 1 – At the initial meeting the Voting Members shall elect a Board consisting of one member elected by each Voting Member. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having three-fourths (¾) of the total votes. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election or appointment by the Voting Member formerly represented by the occupant of the vacant unit. Except as otherwise provided by the Bylaws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

Section 2 – The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes at all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. 2/6

Section 3 – All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. The resolution of the Board in these cases and in those matters set out below in Section 4 shall be passed by at least seventy-five percent (75%) of the Voting Members of Class A and/or Class B.

Section 4 – Subject to the requirements of Section 3 regarding resolution, the Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Planned Environmental Community for all the Unit Owners upon.

such terms and with such authority as the Board may approve, but not to exceed the limits set out in the restrictions, conditions, covenants and servitudes for "The Woods";

- (b) To formulate policies for the administration, management and operation of the Property;
- (c) To appoint an Architectural Control Committee or other committee to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- (d) To appoint an Architectural Control Committee to govern and control any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and Bylaws and for such purposes to enter and to authorize entry into any Unit, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of a fund to be established for such purposes;
- (e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- (g) To pay out of the maintenance fund hereinafter provided for the following:
 - (i) Water, garbage removal, electricity, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units;
 - (ii) The services of a manager or managing agent or any other person or firm engaged or employed by the Board;
 - (iii) Maintenance, repair and replacement of the Common Elements.
- (h) To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than three-fourth ($\frac{3}{4}$) in the aggregate interest of the undivided ownership of the Common Elements, exclusive of the interest of the Unit Owner in question;
- (i) To comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (j) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these Bylaws or the Louisiana Condominium Act of the State of Louisiana.

Article III

Assessments

Section 1 – Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15th, notify each Unit Owners in writing as to the amount of such estimate, with reasonable itemization thereof. Said “estimated cash requirement” shall be assessed to the Unit Owners according to each Unit Owner’s percentage of ownership in the Common Elements as set forth in Exhibit “A” attached to the Declaration. On or before the first day of each month of the ensuing year, each Unit Owner shall pay to the Board as the Board may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amount collected pursuant to the estimates provided, 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 be credited according to each Unit Owner’s percentage of ownership in the Common Elements to each Unit Owner’s percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year’s estimate, until exhausted, and any net shortage shall be added, according to each Unit Owner’s percentage of ownership in the Common Elements, to the installments due in the succeeding six (6) months after rendering of the accounting.

Section 2 – The Board shall establish and maintain a reasonable reserve for contingencies and replacements. The Board may adjust this upward or downwards from time to time in order to provide a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said “estimate cash requirement” proves inadequate for any reason, including non-payment of any Unit Owner’s assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner’s percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly income.

Section 3 – When the first Board elected hereunder takes office, it shall determine the “estimated cash requirement”, provided it appears that additional sums are required over and above the three (3) month estimate provided above for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

Section 4 – The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance costs and necessary reserves, as herein provided, wherever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then existing monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5 – The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owners or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6 – If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore, as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved then payable and may be foreclosed by any action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Louisiana Condominium Act. Any mortgagee of a Unit Ownership may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership encumbered by such mortgage and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinated to the lien of such encumbrance.

Section 7 – No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Article IV

General Provisions—Rules and Regulations

Section 1 – The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be placed or stored in or upon the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good order and repair.

Section 2 – Nothing shall be done or kept in the Common Elements which will increase the rate of insurance on any Building, or contents thereof, applicable for the intended uses thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Common Elements, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 3 – The sidewalks, entrances, jogging, biking, and riding paths and nature trails, and passages must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

Section 4 – No motor bikes, go carts, motorized vehicles, or other noisy vehicles shall be allowed along the trails, paths, roads or within any of the Common Areas except when used for means of ingress and egress to and from the community.

Section 5 – Servants and domestic help of the Unit Owners may not gather or lounge in the Common areas, unless authorized by the Board.

Section 6 – Trash, garbage and refuse shall be placed in containers and deposited in a place designated by the Board. Removal of trash, garbage and refuse shall be subject to the control of the Board and is assessable as a common expense.

Section 7 – Leasing of the Unit by Unit Owner is not prohibited; however, a lease for a period of less than six (6) months shall require the Unit Owner to make such request, in writing, to the Board of Governors setting forth the names of the sublessee, type of instrument to be used and supply all information as may be required by the Association. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.