

This document includes amendments throughout the document.

For Information Only

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V. BY-LAWS OF
CARTER PLANTATION
COMMUNITY ASSOCIATION, INC.

Filed September 2003
[Amended by Board of Directors November 2009](#)

Amended by Board of Directors November 2010

BY-LAWS OF

CARTER PLANTATION COMMUNITY ASSOCIATION, INC.

Before me, the undersigned Notary Public and in the presence of the hereinafter named and undersigned witnesses and wishing to avail itself of the provisions of law and pursuant to the Articles of Incorporation of **Carter Plantation Community Association, Inc.** (“CPCA” or the “Corporation”) personally came and appeared: **CP LAND, LLC**, a Louisiana Limited Liability Company and incorporator of the Corporation who after being duly sworn did depose and say that it hereby establishes the By-Laws of the Corporation as follows:

ARTICLE I.
DEFINITIONS AND POWERS

1.1 Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in the By-Laws which are defined in the Declaration of Protective Covenants and Restrictions for Carter Plantation and recorded in the office of the Clerk of Court for the Parish of Livingston, State of Louisiana and any Supplemental Declarations and amendments thereto (collectively, the “Declaration”) shall, for all purposes of these By-Laws, have the respective meanings given to them in the Declaration.

1.2 Powers and Duties. The Corporation shall have all of the powers and duties as are set forth in the Declaration and as are necessary to carry out the purpose of the Corporation.

ARTICLE II.
MEMBERSHIP AND VOTING RIGHTS

2.1 Membership in Corporation. The membership of the Corporation shall consist of the owners of Lots in the Carter Plantation Community (excluding the Common Areas) as determined by the conveyance records of the clerk of court of Livingston Parish. There shall only be one membership interest per Lot.

If a Lot is owned by more than one owner, all co-owners shall share the privileges of such membership, subject to (i) reasonable regulation by the Board of Directors of the Corporation and the Neighborhood Association, (ii) for purposes of voting on any matter, each Lot shall have only one vote, and (iii) each Lot shall count as one Member for purposes of a quorum at any meeting of the Members. All co-owners of any Lot shall be jointly, severally and in solido obligated to perform the responsibilities of a Member. Any membership held by an entity which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the entity in a written instrument provided to

the Secretary of the Corporation.

2.2 Membership in Neighborhood Association. Each Neighborhood in the Carter Plantation Community shall have the right to establish a Neighborhood Association. The owners of the Lots in each Neighborhood shall have a membership in the Neighborhood Association of that Neighborhood. There shall be one membership interest per Lot in the Neighborhood Association and for purposes of voting on any matter, each Lot shall only have one vote.

2.3 Classification of Members. The Corporation shall have two classes of membership, Class "A" and Class "B". Class "A" Members shall be all Members except the Class "B" Member. The sole Class "B" Member shall be CP Land, LLC. The Class "B" Member shall have the right to approve, or withhold approval of, actions proposed under the Declaration, these By-Laws and the Articles of Incorporation during the Class "B" Control Period.

2.4 The Class "B" Control Period. The Class "B" Control Period shall be for the earlier of (a) the resignation by the Class "B" Member in writing to the Board of Directors; or (b) at such time as the Class "B" no longer owns the majority of the Lots in the Carter Plantation Community, including any future or revised phase of development.

2.5 Voting. Voting will be one vote for each owners of lots, but in no event shall more than one vote be cast with respect to any such Lot. The Board of Directors may allow voting by written proxy under such rules as may be established by the Board.

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Deleted: Members shall have one equal vote for each Lot in which they hold a¶ membership interest; provided, there shall be only one vote per Lot and it shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Board of Directors may allow voting by written proxy under such rules as may be established by the Board.

ARTICLE III. MEETINGS OF THE MEMBERS

3.1 Location. Meetings of the Members of the Corporation shall be held at the official office of the Corporation as established by the Board of Directors or at such other location as determined by the Board of Directors.

3.2 Quorum. A majority of the Membership Interest of the Corporation shall constitute a quorum for all meetings. However, if a required quorum is not present, a second meeting may be called and the required quorum at the second meeting shall be twenty-five (25%) percent of the Membership Interest of the Corporation.

3.3 Annual Meetings. There shall be an annual meeting of the Members of the Corporation on the second Monday of January, or at such other time as determined by the Board of Directors. Unless otherwise approved by the Board of Directors, the meetings of the Members shall be conducted in accordance with the latest edition of Robert's Rule of Order.

3.4 Special Meetings. Special meetings of the Members may be called by the Class "B" Member or by a vote of two-thirds of the Board of Directors. The notice of special meetings shall give the purpose of the meeting and shall be given in the same manner as for annual meetings.

3.5 Notices of Meetings. Notices of any meetings of the Members shall be in writing and delivered either personally or by mail to the Members at the address given by him to the Board for such purpose, not less than three (3) days prior to the date scheduled for the meeting.

ARTICLE IV. **MANAGEMENT**

4.1 Board of Directors. The Board of Directors of the Corporation shall manage Corporation. The Board shall consist of five (5) members who shall be elected in the manner hereinafter provided. The initial members of the Board (the "First Board") shall be appointed by CP Land, LLC. CP Land, LLC shall retain the right to appoint up to three (3) members of the Board during the Class "B" Control Period. Each member of the Board (other than the members of the First Board) shall be a Member of the Corporation, or an officer or authorized agent of a Member.

4.2 Appointment and Election. After the expiration of the term of the First Board, the Class "B" Member shall appoint three (2) members of the Board (the "Appointed Members of the Board") during the remainder of the Class "B" Control Period. The Class "A" Members of the Corporation shall elect the remaining members of the Board (the "Elected Members of the Board"). All members of the Board shall serve until their successors have been duly appointed or elected and qualified.

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4.3 Term. Except as provided herein, the members of the Board shall have staggered terms. One member of the Board shall serve a term of one (1) year; two members of the Board (one of whom shall be an Appointed Member of the Board) shall serve a term of two (2) years; and two members (both of whom shall be an Appointed Member of the Board) shall serve a term of three (3) years, however the members of the First Board shall each serve a term of three years.

4.4 Vacancy. Any vacancy occurring on the Board during the Class "B" Control Period of an Appointed Members of the Board shall be filled by appointment by the Class "B" Member. Any vacancy occurring on the Board of an Elected Member of the Board during the Class "B" Control Period shall be filled by appointment of the Class "B" Member, except that if the remainder of the unexpired term is more than one year, the vacancy shall be filled by a vote of a majority of the "Class A" Members at a regular or special meeting. Any vacancy occurring on the First Board shall be filled by appointment of the Class "B" Member for the unexpired term.

4.5 Officers. The Board shall elect from among its members: a President who shall preside over both its meetings and those of the meetings of the Members and who shall be the chief executive officer of the Corporation; a Vice President who, in the absence or inability of the President, shall perform the duties and exercise the powers of the President; a Secretary/Treasurer who shall keep the minutes of all meetings of the Board and of the Members and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer, and

such additional officers as the Board shall see fit to elect.

One person may hold any two offices except the combined office of President and Secretary/Treasurer. The Board may elect an Assistance Secretary and /or an Assistant Treasurer who need not be members of the Board to hold office for such period, who shall have such authority and perform such duties as the Board may determine and shall be subject to removal at the pleasure of the Board.

4.6 Meetings and Quorum. Meetings of the Board of Directors shall be called, held and conducted in accordance with such regulations as the Board may adopt. A Majority of members of the Board shall constitute a quorum for all meetings.

4.7 Removal. Any Elected Member of the Board may be removed from office by the affirmative vote of not less than two-thirds (2/3) of all the **Class "A"** Membership Interest of the Corporation present at any special meeting called for that purpose. Except as provided in section 4.4, a successor to fill the unexpired term of the Elected Member of the Board removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.8 Documents Requiring Signatures. 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 a manner as from time to time shall be determined by written resolution of the Board.

4.9 Powers and Duties. The Board of Directors shall have all of the powers and duties set forth in the Declaration, including but not limited to the following:

- (a) to engage the services of a Managing Agent who shall manage and operate the Common Area for the Members and Guests, as applicable, upon such terms and with such authority as the Board may approve;
- (b) to formulate policies for the administration, management and operation of the Properties and Common Area, including the assessment and collection of fees, charges and Common Expenses;
- (c) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and Common Area and for the health, comfort, safety and general welfare of the Members and Guests, as applicable, and to amend such rules and regulations from time to time;
- (d) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement of any Common Area or other Improvements for which the Board is responsible under the Declaration 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 others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and to delegate any such powers to the 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 of the Corporation, and to provide the manner of assessing and collecting from the Members and Guests, as applicable, their respective shares of such estimated expenses as provided in the Declaration;
- (g) to establish a fund for the deposit of money, assessments, fees and Common Expenses collected and to provide for the payment of the Common Expenses and other expenses, fees and costs related to the operation of the Corporation and for the maintenance, repair and replacement of the Property in general, and specifically as set forth in the Declaration.
- (h) to exercise all other powers and duties as referred to in the Declaration, these By-Laws or the laws of the State of Louisiana, including but not limited to the Louisiana Homeowners Corporation Act (La. R.S. 9:1141, et. Seq.), and the Louisiana Condominium Act (La. R.S. 9:1121.101, et. Seq.) And any amendments thereto.

4.10 The Board of Directors and the Corporation shall delegate such duties to the Neighborhood Association of each Neighborhood as provided herein or such additional duties as necessary for the efficient operation of the Neighborhood Association.

ARTICLE V. NEIGHBORHOOD ASSOCIATIONS

5.1 **Neighborhood Associations.** There is ~~the right to establish~~, within each Neighborhood of the Carter Plantation Community an unincorporated Neighborhood Association. The Neighborhood Association shall consist of the owners of the Lots in each Neighborhood. Unless otherwise specifically provided to the contrary, membership and voting rights in the Neighborhood Association shall be determined in the same manner as membership and voting rights are determined in the Corporation.

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5.2 **Management Committee.**

5.2.1 Each Neighborhood Association shall have a Management Committee which shall consist of three members, two (2) of whom shall be appointed by the Class "B" Member during the Class "B" Control Period and one (1) of whom shall be

elected by the members of the Neighborhood Association. The members of the first Management Committee shall be appointed by the Class "B" Member. Members of the Management Committee are not required to be members of the Neighborhood Association or of the Corporation. The Management Committee shall elect a chairman who shall preside over all meetings of the Management Committee and a vice-chairman who shall serve in the absence of the chairman.

5.2.2 The members of the Management Committee shall have staggered terms. ~~Two~~ members of the Management Committee (who shall be elected by the members of the Neighborhood Association) shall serve a term of ~~two(2) years; and one (1),~~ member, (whom shall be appointed by the Class "B" Member during the Class "B" Control Period) shall serve a term of three (3) years, however the members of the first Management Committee shall serve a term of three (3) years.

5.2.3 **Vacancy.** Any vacancy occurring on the Management Committee shall be filled by appointment by the Class "B" Member during the Class "B" Control Period. Any vacancy beyond the Class "B" Control Period shall be filled by election by the members of the Neighborhood Association.

5.3 **Powers and Duties.** The Management Committee of each Neighborhood Association shall have the powers and duties set forth in the Declaration, including the following special powers and duties with respect to such matters within each respective Neighborhood:

- (a) to engage the services of a Managing Agent who shall manage and operate the Common Area unique to the Neighborhood for all the Members and Guests of the Neighborhood upon such terms and with such authority as the Management Committee;
- (b) to formulate policies for the administration, management and operation of the Common Area unique to the Neighborhood;
- (c) to adopt rules and regulations, with written notice thereof to all Members and Guests, govern the administration, management, maintenance, operation, use, conservation and beautification of the Common Area unique to the Neighborhood and for the health, comfort, safety and general welfare of the Members and Guests, and to amend such rules and regulations from time to time;
- (d) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement of any Common Area or other Improvements unique to the Neighborhood for which the Management Committee is responsible 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

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services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area unique to the Neighborhood and to delegate any such powers to the 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 of the Neighborhood Association, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses;
- (g) to establish an account for the deposit of all funds and to pay out of the account the expenses of the Neighborhood Association.
- (h) to establish a condominium regime, as applicable, under the Louisiana Condominium Act under such terms and conditions deemed advisable by the Management Committee, provided that the declaration establishing such regime be approved by the Class "B" Member during the Class "B" Control Period.
- (i) to exercise all other powers and duties as referred to in the Declaration, these By-Laws or the laws of the State of Louisiana, including but not limited to the Louisiana Homeowners Corporation Act (La. R.S. 9:1141, et. Seq.), and the Louisiana Condominium Act (La. R.S. 9:1121.101, et. Seq.) And any amendments thereto.

ARTICLE VI. INDEMNIFICATION AND LIABILITY

6.1 Indemnification. To the maximum extent allowed by law, the Corporation shall indemnify, hold harmless, and defend every officer, director, and committee member against all claims, damages and expenses, including attorney's fees reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding. If approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage.

6.2 Liability of Officers, Directors and Committee Members. The officers, Directors and committee members, past and present, shall not have personal liability for his/her actions if he/she acted in good faith and in a manner he/she reasonably believed to be in good faith and not opposed to the best interests of the Corporation, and reasonably believed such conduct to be lawful.

ARTICLE VII. AMENDMENTS

7.1 Amendment of By-Laws. During the Class "B" Control Period, these By-Laws

may be amended by the Class "B" Control Member and a majority vote of the Board of Directors of the Corporation. Thereafter, these By-Laws may be amended by action of the majority of the Board members with the approval of two-thirds (2/3) of the Members of the Corporation present and voting at such meeting. Notwithstanding anything contained herein to the contrary, no provision in these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration of Covenants and Restrictions for the Carter Plantation Community.

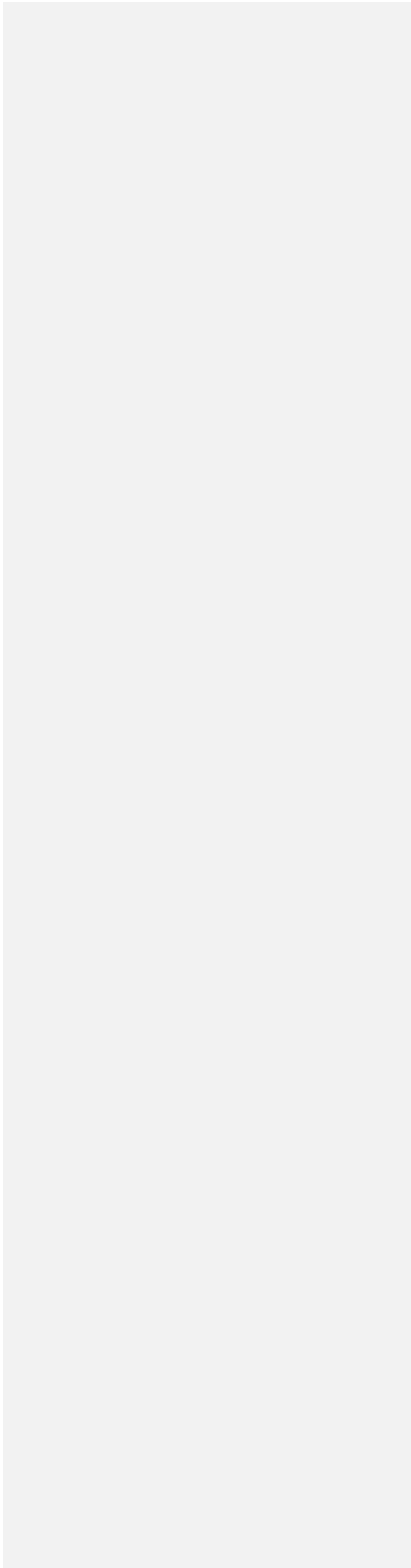
THUS DONE AND SIGNED in _____, Louisiana on this ___ day of October, 2009.

WITNESS:

CP LAND, LLC

By: _____

NOTARY PUBLIC



RECEIPT

This is to acknowledge that I, _____,
have received a copy of the Declaration of Protective Covenants and Restrictions, the
Architectural
Criteria and Design Guidelines Manual, the General Rules for Contractors and Subcontractors,
and
the Articles of Organization and By-Laws of the Carter Plantation Community Association, Inc.
For the Carter Plantation Community, this ____ day of _____, 200__.

Name: _____

Address: _____

Signature: _____

