

BY-LAWS

UNITED STATES OF AMERICA

OF

STATE OF LOUISIANA

TCHEFUNCTE TRACE HOMEOWNERS  
ASSOCIATION

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 10th day of February, in the year of Our Lord one thousand nine hundred and ninety-five (1995),

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses,

**PERSONALLY CAME AND APPEARED:**

TCHEFUNCTE TRACE HOMEOWNERS ASSOCIATION, a Louisiana corporation, domiciled in the Parish of St. Tammany, State of Louisiana, represented herein by its undersigned officer pursuant to a resolution of the Board of Directors of said corporation dated February 10, 1995, a copy of which is attached hereto and made part hereof, whose mailing address is P. O. Drawer 1240, Covington, Louisiana 70434;

who declared that, it does hereby adopt the following By-Laws of Tchefuncte Trace Homeowners Association.

## ARTICLE I.

### DEFINITIONS

When used in this instrument, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms.

"**Association**" means the Tchefuncte Trace Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Louisiana.

"**Indenture**" or "**Contract**" means such indenture(s) as may from time to time contain the covenants, liens, and charges established for the benefit of the Association, its Members, and the property and the residents of the communities located thereon.

"**Tchefuncte Trace Property**" means any property subject to the indenture or the covenants, liens or charges imposed thereby.

"**Additional Property**" shall mean and refer to any immovable property which the Developer owns or may own and which it may elect to add to the Community, or any amendments thereto and all improvements thereon together with such other additional property and all improvements thereon as the Developer shall acquire from time to time and by amendment to this instrument recorded in the records of the Clerk of Court in and for the Parish of St. Tammany, Louisiana.

"**Board of Directors**" shall mean and refer to the Board of Directors of Tchefuncte Trace Homeowners Association.

"**Common Areas**" shall mean and refer to those areas which lot owners will use and manage for their joint enjoyment.

"**Community**" with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.

## ARTICLE II.

### LOCATION

The principal office of the Association shall be located at:

1815 N. Columbia Street  
Covington, Louisiana 70433

(Mailing Address:

P. O. Drawer 1240  
Covington, LA. 70434)

### ARTICLE III.

#### MEMBERSHIP

Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that ownership of a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a Member, in person or by proxy but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling. A Member casting a vote or holding an office with respect to a dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot or Dwelling upon which the Dwelling is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling themselves determine and co-owners must advise the Secretary or an Assistant Secretary of the

Association prior to any meeting on how the co-owners desire to vote. In the absence of such advice, the vote appertaining to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Lot or each Dwelling shall have one vote. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Community and each Lot or Dwelling therein shall have one vote. Each Owner, by acceptance of a deed or other conveyance for a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this instrument as provided herein.

However, the Developer reserves the right to cumulative voting so that it will have one vote for each Lot and/or Dwelling it owns.

1. **Eligibility.** The Members of the Association are determined by Article V of its Articles of Incorporation. The rights of Members are subject to (a) the payment of the quarterly charges imposed by the Indenture, and (b) compliance with the covenants of the Indenture and the rules and regulations of the Board of Directors regarding the use of Tchefuncte Trace Property and the conduct of Members, their families, their tenants, and the guests of any thereof. As provided in the Articles, the voting and other membership rights of any Member may be suspended by action of the Directors during any period when such Member shall have failed to pay any Quarterly Charges or late fees, then due and payable; but, upon payment of such Charges, his/her rights and privileges shall be automatically restored. If the Directors have adopted and published any rules and regulations governing the use of Tchefuncte Trace Property, or any Common Areas, or the personal conduct of any person thereon, the voting or the

membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed thirty (30) days, if he/she, any member of his/her family, his/her tenants, or the guests of any thereof shall have violated such rules and regulations.

2. **Rights and Perquisites of Membership.** Each Member is entitled to the use and enjoyment of the Tchefuncte Trace Property and Common Areas in accordance with the Indenture. Such rights may be delegated to and exercised by all members of his/her family who reside upon the Property, any of his/her tenants who reside under a lease for a term of one year or more, and the guests of any thereof. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the members of any person who shall be entitled to exercise such rights under this Section. The rights and privileges of such person are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the preceding Section.

#### ARTICLE IV.

##### MEETINGS OF MEMBERS

1. **Annual Meetings.** The Annual Meeting of the Members shall be held at the office of the Association specified in Article II above or at any other address specified in the Notice of the Meeting, on the last Thursday in July in each year, at the hour of 11:00 A.M., commencing on the last Thursday in July of the year 1995.

2. **Special Meetings.** Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, or by any three or more Directors. The Secretary shall call a special meeting upon written request of the members who have a right to

vote one-fourth (1/4) of all of the votes of the entire membership.

3. **Notices.** Notices of meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his/her address and any change in address with the Secretary.) Notice of any meeting, regular or special, shall be mailed not less than ten nor more than 30 days in advance of the meeting and shall set forth the purposes of the meeting.

4. **Proxy Voting.** At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than 10% of the total membership vote, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy given more than 11 months before the date of the meeting shall be void.

## ARTICLE V.

### BOARD OF DIRECTORS

The Corporation shall have five (5) Directors who shall constitute the Board of Directors and the governing body of the Corporation. The initial Board of Directors shall consist of five (5) Directors who shall hold office by appointment, and whose names and addresses are as follows:

John M. Poole  
15141 Dendinger Drive  
Covington, Louisiana 70433

W. Wallace Poole, Jr.  
1815 N. Columbia Street  
Covington, Louisiana 70433

Mailing Address:  
P. O. Drawer 1240  
Covington, Louisiana 70434

James L. Elzey  
206 Covington Street  
Madisonville, Louisiana 70447

John Buras  
15020 Dendinger Drive  
Covington, Louisiana 70433

Dr. John J. Morgan, Jr.  
103 Century Oaks Lane  
Mandeville, Louisiana 70471

1. **Directors, Appointment.** The Developer shall have the right to appoint or remove any member or members of the Board of Directors or any Officer or Officers of the Corporation until such time as the first of the following events shall occur:

(i) the expiration of twenty (20) years after the date of the recording of this instrument; or

(ii) the surrender by the Developer of the authority to appoint and remove Directors and Officers of the Corporation by an express amendment of this instrument executed and recorded by the Developer. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in the Developer such authority to appoint and remove Directors and Officers of the Corporation as provided by this section.

2. **Duties and Powers.** The duties and powers of the Corporation shall be those set forth in the provisions of the Articles of Incorporation, the By-Laws and the Protective Covenants. The Corporation may exercise any other right or privilege given to it expressly in

this instrument, or by law, together with every other right or privilege reasonably to be implied by the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Corporation shall include, but shall not be limited to, the power to purchase one or more Lots and to hold, lease, mortgage, sell and convey the same.

3. **Agreements.** Subject to the prior approval of the Developer for so long as the Developer owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Community, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Community; and in performing its responsibilities hereunder, the Corporation, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Corporation as may be determined by the Board of Directors.

4. **Rules and Regulations.** The Corporation, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties established by this instrument.

5. **Indemnification.** The Corporation shall indemnify every Officer or Director of the Corporation against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any Officer or Director 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 may be made a party by reason of being or having been an Officer or Director at the time such expenses are incurred. The Officers and Directors shall not be liable

for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation (except to the extent that such Officers or Directors may also be Members of the Corporation) and the Corporation shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled.

6. **Membership and Powers.** The Association shall be governed by a Board of Directors in accordance with Article VIII of the Articles of Incorporation of the Association.

Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power

(a) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient; nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or directors of the Association in any capacity whatsoever);

(b) to establish, levy, assess and collect the Annual Charges and all other charges referred to in the Indenture;

(c) to adopt and publish rules and regulations governing the use of Tchefuncte Trace Property and Community Facilities, and the personal conduct of Members, their family, their tenants, and their guests with respect thereof;

(d) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those expressly reserved to the Members; and

(e) in the event any member of the Board of Directors of this Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting in which such third absence occurs declare the office of said absent Director to be vacant.

7. **Duties.** It shall be the duty of the Board of Directors (a) to cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any special meeting when requested in writing by one-fourth (1/4) of the full membership;

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) in accordance with the Indenture,

(i) to fix the amount of the Quarterly Charge against each lot unit as soon as may be practicable after the beginning of each calendar year and in any event before April 1;

(ii) to prepare a roster of the properties and Quarterly Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) to send written notice of each assessment to every Owner subject thereof;

(d) to issue or to cause any appropriate officer to issue, upon demand by any person a certificate stating whether any Annual Charge has been paid, which shall be conclusive evidence that any charge stated therein has or has not been paid.

## ARTICLE VI.

### DIRECTORS' MEETINGS

1. **Annual Meetings.** The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the Members in each year.

2. **Triannual Meetings.** A regular meeting of the Board of Directors shall be held at the office of the Association specified in Article II above on the third Monday of the months of January, April and October at 2:00 P.M.; provided that the Board of Directors may, by resolution, change the day and hour or the place of holding such regular meeting. If the day of the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

3. **Notices; Waiver.** No notice need be given for the Annual or any regular meeting of the Board. Notice of any special meeting shall be sufficient if mailed to each Director, postage prepaid, at his/her address as it appears on the records of the Association, at least three days before the meeting or given personally or by telephone not later than the day before the meeting. No notice need be given to any Director who attends the meeting, or to any Director who in writing (before or after the meeting) waives such notice.

4. **Special Meetings.** Special meetings of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two Directors. The action of a majority of the Board, although not at a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

5. **Quorum.** At all meetings of the Board a majority of the Board of Directors shall

constitute a quorum, and, except as otherwise provided by law or by the By-Laws, the act of a majority of the Directors present shall be the act of the Board.

## ARTICLE VII.

### OFFICERS

1. **Offices.** The officers of the Association shall be a President, one or more Vice Presidents, Secretary, one or more Assistant Secretaries and a Treasurer.
2. **Election by Board of Directors.** All officers shall be elected at such Annual Meeting of the Board, and each officer shall hold office until the next Annual Meeting of the Board and until his successor shall have been duly elected and qualified or until his/her earlier death, resignation, or removal in accordance with the By-Laws. The officers shall be chosen by a majority vote of the Directors.
3. **President; Duties.** The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. He/she may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent by the Association.
4. **Secretary; Duties.** The Secretary shall act as Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that

purpose. He/she shall sign all certificates of membership. He/she shall keep the records of the Association. He/she shall record the names and addresses of all Members of the Association, shall see that all notices are duly given as required by the By-Laws or applicable law, and shall be the custodian of the corporate seal.

5. **Treasurer; Duties.** The Treasurer shall receive and deposit in bank accounts approved by the Board all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

6. **Books and Accounting.** The Treasurer shall keep proper books of account and cause an annual report and accounting of the Associations's books to be made at the completion of each fiscal year. He/she shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its Annual Meeting. All checks must be signed by the Treasurer and a member of the Board of Directors designated to sign checks.

## ARTICLE VIII.

### COMMITTEES

1. **Standing Committees.** Standing committees of the Association shall be the Nominating Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, and the Audit Committee. Unless otherwise provided herein each committee shall

consist of a Chairman and two or more members as determined by the Board, at least one of whom shall be a Director. Each committee shall be appointed by the Board of Directors at its annual meeting to serve until the next Annual Meeting of the Board and until its successor shall have been duly elected and qualified, except that the Nominating Committee shall be appointed in accordance with Article VII(2) hereof. The Board of Directors may appoint such other committees as it deems desirable.

2. **Nominating Committee.** The Nominating Committee shall have the duties and functions described in Article VII.

3. **Recreation Committee.** The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program of the Association and shall perform such other functions as the Board, in its discretion, determines.

4. **Maintenance Committee.** The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of any Tchefuncte Trace Property and Common Areas of the Association, and shall perform such other functions as the Board, in its discretion, determines.

5. **Publicity Committee.** The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

6. **Audit Committee.** The Audit Committee shall supervise the annual accounting of the Association's books and approve the annual budget and balance sheet statement to be presented to the Members at their Annual Meetings. The Treasurer shall be an ex officio

member of the committee.

7. **Subcommittees.** With the exception of the Nominating Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any subcommittee any of its powers, duties and functions.

8. **General Duties.** It shall be the duty of each committee to receive complaints from the Members on any matter involving Association functions, duties and activities within the field of its responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## **ARTICLE IX.**

### **BOOKS AND PAPERS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

## **ARTICLE X.**

### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Tchefuncte Trace Homeowners Association.

## **ARTICLE XI.**

### **AMENDMENTS**

1. **Amendment Procedure.** These By-Laws may be amended, at a regular or special

meeting of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, provided that those provisions of these By-Laws which are covered by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact covered by the Indentures may not be amended except as provided herein.

2. **Resolution of Conflicts.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Indentures and these By-Laws, the Indentures shall control.

3. **Control by the Developer.** Notwithstanding any other language or provision to the contrary in the Articles of Incorporation in the By-Laws of the Association, the Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association. Every Owner in the Community, by acceptance of title to the Lot agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association. Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association, such right shall pass to the Owners, including the Developer if the Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period

and which the Developer has in its possession.

4. **Amendments by Association.** Amendments to this instrument, other than those authorized by other Sections hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by 2/3rds of the Owners. During any period in which the Developer owns a Lot primarily for the purpose of sale or has the unexpired option under this instrument to add the Additional Property or any portion thereof to the Community, such amendment must be approved by the Developer.

(c) The agreement of the required percentage of the Owners and, where required, the Developer, to any amendment of this instrument shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this instrument shall become effective only when recorded or at such later date as may be specified in the amendment itself.

5. **Enforcement.** Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this instrument, as either

of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this instrument and in the deed or other instrument of conveyance to the Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this instrument, the By-Laws and the rules and regulations of the Association are essential to effect the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Developer, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by

any person of the provisions of this instrument, By-Laws, or any rules and regulations of the Association, however long continued.

THUS DONE AND SIGNED on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearer and me, Notary, after reading of the whole.

WITNESS:

Gayle B. Ketry  
GAYLE B. KETRY

Sharon D. Worrel  
SHARON D. WORREL

TCHEFUNCTE TRACE HOMEOWNERS  
ASSOCIATION

BY: John H. Buras, Jr.  
JOHN H. BURAS, JR.  
PRESIDENT

F. Pierre Livaudais  
F. PIERRE LIVAUDAIS  
ATTORNEY-NOTARY PUBLIC