

BYLAWS OF
FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

I. NAME AND LOCATION

1.1 Name

The name of the corporation is **FOREST RIDGE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as "the Association."

1.2 Location

The principal office of the Association shall be located at 10985 N. Harrell's Ferry Road, Suite 207, Baton Rouge, Louisiana 70816, or at such other specific location therein as may be from time to time designated by the Board of Directors of the Association.

II. DEFINITIONS

2.1 Association.

The term "Association" shall mean and refer to **FOREST RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

2.2 Board.

The term "Board" shall mean and refer to the duly elected (and/or appointed) Board of Directors of the Association.

2.3 Common Properties.

The term "Common Properties" shall mean and refer to those areas of land shown and labeled as Common Properties and private servitudes of passage (if any) on the official final plat entitled "Revised Final Plat of FOREST RIDGE SUBDIVISION" prepared by McLin & Associates, on file and of record in the official records of the Clerk and Recorder for Livingston Parish, Louisiana, and those areas of land shown and labeled as Common Properties and private servitudes of passage (if any) on the official final plat of any filing or subdivision accepted for administration by the Association.

2.4 Director.

The term "Director" shall mean and refer to each duly elected (and/or appointed) member of the Board.

2.5 Lot.

The term "Lot" shall mean and refer to each individual plot of land as shown on the official final plat entitled "Revised Final Plat of FOREST RIDGE SUBDIVISION" prepared by McLin & Associates, on file and of record in the official records of the Clerk and Recorder for Livingston Parish, Louisiana, and each individual plot of land as shown on the official final plat of any other filing or subdivision accepted for administration by the Association. The term "Lot" shall not include any Common Properties.

2.6 Member.

The term "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a Lot but excluding those having an interest in a Lot merely as security for the performance of an obligation.

2.7 Restrictions.

The term "Restrictions" shall mean and refer to the *Declaration of Covenants and Restrictions for FOREST RIDGE and Dedication and Transfer of Common Property* and the covenants and restrictions imposed on any other filing or subdivision accepted for administration by the Association.

III. MEETINGS OF MEMBERS

3.1 Annual Meetings.

Henceforth, there shall be an annual meeting of the Members every calendar year beginning in 2008.

3.2 Special Meetings.

Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of three fourths (3/4) of all Members who are entitled to vote.

3.3 Notice of Meeting.

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or a person authorized to call the meeting, by mail, email, posted on the official Forest Ridge Subdivision website, or hand delivery (and in the Newsletter if time permits) of a copy of such notice, at least three (3) days prior to such meeting, to each Member entitled to vote thereat, addressed to the Member at the most recent address or email address supplied by such Member to the Association for the purpose of notice, or if no such address shall have been furnished, then to the street address of the Lot owned by such Member. Such notice shall specify a reasonable place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. All meetings shall be held in Livingston Parish.

3.4 Quorum.

The quorum required for any action authorized by Section 3.1, 3.2, and 3.3 hereof shall be as follows: At the first meeting called, as provided in Sections 3.1, 3.2, and 3.3 hereof, the presence at the Association Meeting of Owners, or of proxies, entitled to cast forty (40%) percent of all the votes (by Home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming as such at the first meeting, subsequent meetings may be called, subject to the Notice requirement set forth in Sections 3.3 hereof, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting, until such time as a quorum is obtained, provided that each such meeting shall be held not less than thirty (30) days following the preceding meeting.

3.5 Proxies.

At all meetings of Members, each Member shall be entitled to vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or his attendance at the meeting for which the proxy has been given.

IV. BOARD OF DIRECTORS -- SELECTION AND TERM OF OFFICE

4.1 Seven Member Board.

The affairs of the Association shall be managed by a Board of seven (7) Directors, who shall be Members in good standing of the Association. All Directors shall be elected for three-year terms at each annual meeting.

4.2 Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or by missing three (3) consecutive meetings of the Board; or with cause by majority vote of the Board. In the event of death, resignation, or removal of a Director, his successor shall be appointed by the remaining Directors and shall serve for the unexpired term of his predecessor.

4.3 Compensation.

No Director shall receive compensation for any service he may render to the Association. However, each Director shall be reimbursed for his actual expenses incurred in the performance of his duties.

4.4 Action Taken Without a Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting, if the majority of Directors shall individually or collectively consent in writing or by electronic means to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

V. NOMINATION AND ELECTION OF DIRECTORS

5.1 Nominations

Nominations for the offices of Directors shall be accepted by the contracted Management Company or agent of the Board. The Management Company shall conduct the actual election (receiving and counting of ballots, etc.). In the absence of a Management Company, a Nomination Committee shall be formed. This Nominating Committee shall consist of a Chairman, who shall be a Director, and two or more Members in Good Standing of the Association, all of whom shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine to be appropriate, but not less than the number of vacancies that are to be filled.

5.2 Elections.

Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions and the Articles of Incorporation of the Association. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5.3 Suspension of Voting Rights.

The voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment, fine, penalty, dues or other levy by the Association shall be suspended. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulations.

VI. MEETINGS OF DIRECTORS

6.1 Regular Meetings.

Regular meetings of the Board shall be held on the second Wednesday of every other month, unless contrary action is taken by the Board. The meetings shall be at such place and hour in the Parish of Livingston as may be fixed from time to time by resolution of the Board. Should such a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.2 Special Meetings.

Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6.3 Quorum.

A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

VII. POWERS AND DUTIES OF THE BOARD

7.1 Powers.

The Board shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common areas, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;
- b. Exercise, for the Association, all powers, duties and authority vested in or delegated to the Association not reserved to the Members by other provisions of these By Laws, the Articles of Incorporation of the Association, or the Restrictions;
- c. Declare the office of a Director to be vacant for good cause; and
- d. Employ a manager, an independent contractor, or such other employees as it deems necessary to perform their duties.

7.2 Duties.

It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the Members who are entitled to vote;
- b. Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;
- c. As more fully provided herein, and in the Restrictions:
 1. Fix the amount of any assessment against each Lot at least thirty (30) days in advance of the due date of any assessment;
 2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of any assessment; and
 3. Enforce the real and/or personal obligations to pay assessments, fines, penalties or other levies against any property which are not paid within thirty (30) days after their due date;
 4. Issue, or cause an appropriate officer to issue, upon demand or request by any person, a statement indicating the status of any assessment, fine, penalty, or other levy, whether delinquent or paid. A reasonable charge may be made by the Association established by the Board for the issuance of these statements. Such certificate shall be conclusive evidence of payment of any assessment, fine, penalty, or levy therein stated to have been paid;
 5. Procure and maintain adequate liability and hazard insurance on the Common Properties and other property owned by the Association and such liability insurance as may be deemed necessary or advisable to honor the indemnity obligation of the Association contained in the Articles of Incorporation of the Association and the Restrictions; and

6. Cause all officers or employees having fiscal responsibility to be bonded or insured, as it may deem appropriate.

VIII. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers.

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall at all times be Directors on the Board, and such other officers as the Board may from time to time by resolution establish.

8.2 Election of Officers.

The election of officers shall take place in conjunction with each annual meeting of the Members of the Association. Officers shall serve in any one position for a one year term, but shall not hold the same office for more than two consecutive terms.

8.3 Term.

The officers of the Association shall be elected annually by the Board and each shall hold office according to the terms as set forth above, unless such officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time designate.

8.5 Resignation and Removal.

Any officer may be removed from office with or without cause by a majority vote of the Board Members. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies.

A vacancy in any office may be filled by appointment held by the Board for that or any other purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties.

The duties of the officers shall be as follows:

- a. President** - The President shall preside at all meetings of the Board; shall implement the orders and resolutions of the Board; shall sign all leases, mortgages, deeds, promissory notes, and other written instruments of the Association.
- b. Vice President** - The Vice-President shall have such powers, and shall perform such duties, as shall be assigned to him by the directors or by the President, and, in the order determined by the Board, shall, in the absence or disability of the President, perform his duties and exercise his powers.
- c. Secretary** - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep, or cause to be kept, appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

d. Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; and keep proper books of accounts of the Association, copies of which shall be made available for review and inspection by any Member upon reasonable written request.

No Board Member may act in any capacity without approval by a majority of the Board at a regularly scheduled and convened meeting.

IX. ASSESSMENTS

9.1 Assessments.

As more fully provided in the Restrictions, each Member is obligated to pay the Association annual assessments and any special assessments, fines, or penalties which shall be both a real obligation incidental to ownership of the Lot assessed and the personal obligation of the Owner of the Lot assessed when the assessment is made as set forth in the Restrictions. Any assessment, fine, penalty or other levy which is not paid within thirty (30) days of its due date shall be delinquent. If an assessment, fine, penalty, or other levy is not paid within thirty (30) days after its due date the levy shall bear interest from the date due at the rate of twelve percent (12%) per annum. The Association may bring an action of law against the owner personally obligated to pay the same and/or "in rem" against the current owner of the Lot assessed, to recover the amount of the assessment, fine, penalty, or other levy plus interest, costs, and reasonable attorney fees associated with any such action. No owner may waive or otherwise escape liability for any assessment, fine, penalty, or other levy provided for herein or in the Restrictions or the Articles of Incorporation of the Association by nonuse of the Common Properties or abandonment of the affected Lot.

X. MISCELLANEOUS

10.1 Amendments.

These By Laws may be amended at a regular or special meeting of the Board by a vote of a majority of a quorum of Directors present in person or by proxy.

10.2 Conflict.

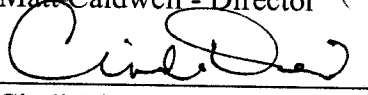
In the case of any conflict between the Articles of Incorporation of the Association and these By Laws, the Articles of Incorporation of the Association shall take precedence; and in the case of any conflict between the Restrictions and these By Laws, the Restrictions shall take precedence.

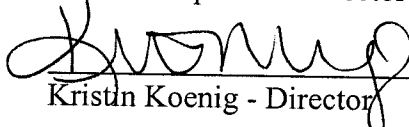
10.3 Fiscal Year.

The fiscal year of the Association shall begin on the 1st day of July, and end on the 30th day of June of every year.


Matt Caldwell - Director 7/29/08
DATE


Michael Esposito - Director 7-29-08
DATE


Cindi Dier - Director 7/29/08
DATE


Kristin Koenig - Director 7-29-08
DATE