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

No board member with One year or less left in their term shall be elected to the position of president or treasurer.

Filed September 2003
Amended by Board of Directors November 2009

Amended by Board of Directors \_\_\_\_\_\_\_\_\_

**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 its
Articles of Incorporation personally came and appeared: **Carter Plantation Community Association, Inc.** (“CPCA” or the “Corporation”), a Louisiana non-profit corporation, acting herein through its Board of Directors (hereinafter “Board”), who after being duly sworn did depose and say that it hereby amends and restates 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. For purposes of these By-Laws, “Member” shall have the same meaning as “Owner” defined 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, as defined by the Declaration, as amended and restated, in the Carter Plantation Community (excluding the Common Areas) as determined by the conveyance records of the clerk of court of Livingston Parish (hereinafter “Membership). 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 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 Owner for purposes of a quorum at any meeting of the Owners and/or CPCA. All co-owners of any Lot shall be jointly, severally and *in solido* obligated to perform the responsibilities of an Owner. 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 CPCA.

**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 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 Voting.** Voting will be one vote for each Owner of a Lot; therefore, in no event shall more than one vote be cast with respect to any such Lot. The Board 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 CPCA shall be held at the
official office of the CPCA as established by the Board or at such other location as determined by the Board.

**3.2 Quorum.** Twenty-five (25%) of the Membership of the CPCA shall constitute a quorum for all meetings.

**3.3 Annual Meetings.** There shall be an annual meeting of the Members of the
CPCA held on a date between January 1st and 15th, or at such other time as determined by the Board. Unless otherwise approved by the Board, 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 a vote of two-thirds of the Board. 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 or by E-Consent, as defined in the Declaration, as amended and restated, to the Members at the address given by him to the Board for such purpose, not less than seven (7) days prior to the date scheduled for the meeting.

**ARTICLE IV.
MANAGEMENT**

**4.1 Board of Directors.** The Board shall manage the CPCA. The Board shall consist of five (5) members who shall be elected in the manner hereinafter provided. Each member of the Board must be an Owner, or an officer or authorized agent of an Owner.

**4.2 Nomination and Election.** Nominations for the Board shall be done at the annual meeting of the CPCA or by proxy ahead of the meeting. Members of the Board are elected at the annual meeting of the CPCA by a majority vote of Owners in attendance, including any Owner voting by proxy.

**4.3 Term.** Members of the Board shall serve a three-year term. The terms shall be staggered. At present, the term of two Board members shall end in 2023, two in 2024, and one in 2025. This staggering shall continue in perpetuity.

**4.3 Vacancy.** Any vacancy occurring on the Board shall be filled by vote of the Owners at the next annual meeting or at a special meeting of the CPCA called for said purpose.

**4.4 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 serve as the chief executive officer of the CPCA; 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. No one shall be elected president or treasurer that has less than 1 year remaining on their board term.

One person may hold any two offices except that the office of President and Secretary/Treasurer cannot be held by a single person. The Board may elect or contract/hire an Assistant Secretary and/or an Assistant Treasurer who need not be members of the Board (or Owners) 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 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 Member of the Board may be removed from office by the affirmative vote of not less than two-thirds (2/3) of all the Membership of the CPCA 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 removed Member of the Board 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 shall have all of the powers and duties set forth in the Declaration, including but not limited to the following: 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;

1. 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;
2. 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;
3. 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;
4. 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;
5. 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);
6. 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;
7. 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;
8. to establish an emergency fund which should be reconciled annually to ensure the values below will be covered. The amount of this fund shall be the greater of the sum of $100,000.00 or:
	1. the cost to employ a security guard for 3 months, 24 hours per day; and
	2. a sum of liquid assets equal 20% of annually assessed dues. This value represents costs incurred by the association to clean up, make repairs and or cover insurance deductibles in the event of a covered peril occurring from a declared national disaster.
9. to establish and amend a community disaster plan providing instruction for how to handle the funds above in the event of a natural disaster.
10. 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.
11. to establish policies concerning records requests or inspections by Owners as well as instituting fee structures associated with such records requests.

**4.10** The Board 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.**

**INDEMNIFICATION AND LIABILITY**

**5.1 Indemnification.** To the maximum extent allowed by law, the CPCA 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) 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.

**5.2 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 VI.**

**AMENDMENTS**

**6.1 Amendment of By-Laws.** These By-Laws may be amended by action of two-thirds (2/3) of the Members of the Board present and voting at the meeting called for such purpose. The Board shall provide notice consistent with Section 3.5 herein to the Members of the CPCA of the meeting wherein amendments to these By-Laws are to be discussed along with a brief summary of the provisions of the By-Laws that will be subject to amendment. 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.

We need to lock this up and have it match the 75% rule for changing the PCRs.

THUS DONE AND SIGNED in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

 CARTER PLANTATION

COMMUNITY ASSOCIATION, INC.

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Board Member

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Board Member

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Board Member

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Board Member

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Board Member