

BY-LAWS OF  
TEALWOOD HOMES ASSOCIATION, INC.

ARTICLE 1.

NAME AND LOCATION

The name of the corporation is TEALWOOD HOMES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 300 Petroleum Tower, Shreveport, Louisiana, but meeting of members and directors may be held at such places within the State of Louisiana, Parish of Caddo, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to TEALWOOD HOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to T & H, Inc. and Beal Locke and Associates, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development, and such purchaser is specifically designated as a "Declarant".

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the Clerk of Court, Caddo Parish, Louisiana.

ARTICLE III.

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to

assessment or charge by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment or charge by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment of charge levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment or charge has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

#### ARTICLE IV.

##### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

#### ARTICLE V.

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and for professional services which may be rendered by him.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a

meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI.

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hours as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, than that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors 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.

Section 3. Quorum. A majority of the number of directors, present either in person or by proxy, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present, either in person or by proxy, at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII.

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII.

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the Power:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all 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 such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) As more fully provided herein and in the Declaration;

(1) to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) to send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

\* (g) To cause the common area and front lawn area of each of the lots to be maintained;

\* (h) To direct a minimum of three members of the Architectural Control Committee to annually and jointly inspect the exterior of each private house to insure the resident is maintaining the structure in satisfactory repair and appearance;

Those owners, as determined by the Committee, after approval of two-thirds (2/3) decision of the total Board of Directors, will be notified in writing by the Association to make the necessary painting and carpentry repairs within 180 days of receipt of such notice. If the owner fails to take appropriate action the Association shall have the right, through its Agent and employees, to enter upon said parcel and to repair, maintain and restore the lot and any other improvements erected thereon and the lot owner shall be responsible for all costs of such. Payment by the lot owner to the Association shall occur within thirty (30) days from receipt of the statement of charges for such costs.

\* (i) To obtain three separate and independent painting and/or repair estimates for those Home Owners so requesting this service.

ARTICLE IX.

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

\* As Amended October 28, 1980.

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board in its discretion determines;

2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the properties, and shall perform such other functions as the Board in its discretion, determines;

3. A Publicity Committee which 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 interest of the Association; and

4. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The treasurer shall be an ex-officio member of the committee;

5. A Security Committee which shall advise the Board of Directors on matters involving the safety of owners and their guests and the safety of improvements located on the lots and Common Area.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field or 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 X.

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

## ARTICLE VI

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, acting as the architectural control committee, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said thirty (30) day period shall commence to run from date of written receipt by Architectural Control Committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail.

## ARTICLE VII

### EXTERIOR MAINTENANCE (As Amended May 30, 1980)

The Association shall provide maintenance of the Common Area and Front Lawn Area of each of the lots. The Association, after approval by two-thirds (2/3) decision of the total Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon and the lot owner shall be responsible for all costs of such. Payment by the lot owner to the Association shall occur within thirty (30) days from written notification from the Association.

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the rights of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

## PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

## VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

## SECRETARY

(c) The secretary shall record the notes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

## TREASURER

(d) The treasurer, or his nominee, 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

## ARTICLE XII.

### ASSESSMENTS OR CHARGES

Section 1. Creation of Personal Obligation for Assessments or Charges. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments or charges for capital improvements. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment or charge fell due.

Section 2. Purpose of Assessments or Charges. The assessments or charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the properties.

Section 3. Basis and Maximum of Annual Assessment or Charges. Until January 1st of the Year immediately following the conveyance of the first lot to an owner, the maximum assessment or charge shall be as follows:

For each vacant lot contained in the subdivision the monthly assessment shall be \$24.80. Vacant lot as used in this part shall mean a lot upon which no building permit for the initial construction of improvements has been issued.

For each lot contained in the subdivision on which improvements are being initially constructed, the monthly assessment shall be \$24.80. The increased assessment shall commence on the first day of the month following the issuance of the building permit for the initial improvements.

For each lot contained in the subdivision on which there is located a completed improvement which is vacant the monthly assessment shall be \$55.00. The increased assessment shall become effective on the first day of the month following the final city inspection of the premises.

For each lot contained in the subdivision on which there is located an improvement which is, or had been, inhabited, the monthly assessment shall be \$55.00.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than three (3%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three (3%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting fully called for this purpose.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum.

Section 4. Special Assessments or Charges for Capitol Improvements. In addition to the annual assessments or charges authorized above, the Association may levy in any assessment or charge year, a special assessment or charge applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment or charge shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments or charges must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.



Section 7. Date of Commencement of Annual Assessments or Charges: Due Dates. The annual assessment or charge provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment or charge shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment or charge against each lot at least thirty (30) days in advance of each annual assessment or charge period. Written notice of the annual assessment or charge shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments or charges on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment or charge therein stated to have been paid.

\* Section 8. Effect of Non-Payment of Assessments or Charges: Remedies of the Association. Any assessment or charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment or charge shall bear interest from the date of the delinquency at the prevailing prime interest rate at that time plus 1%, and the Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or charge. No owner may waive or otherwise escape liability for the assessment or charges provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments or charges created therein: (a) all properties dedicated to and accepted by a local public authority, (b) the Common Area, and, (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Louisiana. However, no land or improvements devoted to dwelling use shall be exempt from said assessments or charges.

#### ARTICLE XIII.

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XIV.

##### CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: "Tealwood Homes Association, Inc., Caddo Parish, Louisiana", or an abbreviation thereof.

\*As Ammended October 28, 1980