

BYLAWS
OF
OAK POINT ESTATES HOMEOWNERS ASSOCIATION, INC.
AMMENDED 5-1-2013

Article I

Names and Location

The name of the corporation is OAK PONT ESTATES HOMEOWNER'S ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the Association shall be located in Natchitoches Parish, Louisiana at PO BOX 2742, Natchitoches, Louisiana 71457, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

Article II

Definitions

2.1 "Articles of Incorporation" shall mean the Articles of Incorporation of Oak Point Estates Homeowner's Association, Inc., a Louisiana nonprofit corporation.

2.2 "Association" shall mean Oak Point Estates Homeowner's Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.3 "Bylaws" shall mean these Bylaws of the Association

2.4 "Member" shall mean the record owner or owners of each lot of Oak Point Estates Subdivision, Phase I, II, and III, whether such lot is an original lot shown on the plat of survey of Oak Point Estates Subdivision or results from a duly authorized subdivision of any such original lot.

2.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association duly elected and acting pursuant to its Articles of Incorporation and Bylaws.

2.6 "Lot" shall mean any lot of Oak Point Estates Subdivision, whether such lot is an original lot shown on the plat of survey of Oak Point Estates Subdivision or results from a duly authorized subdivision of any such original lot.

2.7 An "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Oak Point Estates Subdivision, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

2.8 "Restrictions" shall mean the building Restrictions and Protective Covenants of Oak Point Estates Subdivision, as may be amended from time to time.

2.9 "Maintenance Fund" shall mean the fund for the maintenance and repair of the property owned by the Association which shall be funded with assessments of the Members of the Association in accordance with Article VII, Section 7.2.3, infra, and the Restrictions.

Article III

Meeting of Members

3.1 Annual Meetings: Regular annual meetings of the Members shall be held at 6:30 pm on the first Wednesday of May of each year. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

3.2 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 one-fourth (1/4) of the members.

3.3 Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by either email or mailing a copy of such notice, postage paid, at least 10 days but not more than 30 days before such meeting to each Member entitled to vote thereat, addressed to Member's address last appearing on the books of the Association, or supplied by such Member to 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.

3.4 Quorum: The presence in person or by proxy of Members holding fifty (50%) per cent of the total voting rights shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, without notice other than announcement of the meeting, to a time not less than forty-eight hours nor more than thirty days from the time

the original meeting was called, at which adjourned meeting the quorum requirement shall be met if Members who are present thereat in person or by proxy hold at least twenty-five per cent of the total voting rights.

3.5 Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary (approved proxy form can be obtained from Board Members). Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

3.6 Action Without Meeting: Any action which under the provisions to the Louisiana Corporation law may be taken at a meeting of the Members who would be entitled to vote at a meeting for such purpose and filed with the Secretary.

3.7 Majority of Owners: A majority of total voting power present, in person or by proxy, shall prevail on all matters, at meetings or otherwise, except in those cases otherwise stated in the Articles of Incorporation. The voting rights of the membership are governed by Article V of the Articles of Incorporation.

Article IV

Selection and Term of Office of Board of Directors

4.1 Number: The affairs of the Association shall be managed by 3 (three) Directors.

4.2 Term of Office: The first Directors shall hold office until their successors are elected and qualified.

4.3 Removal: At any regular or special meeting of Members duly called, any one or more of the Directors may be removed, with or without cause, by those Members holding a majority of the total voting power present, and a successor may then and there be elected to fill the vacancy thus created. In the event of death, resignation or removal of a Director, his successor (unless, in the case of removal, his successor has been elected by the Members) shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor.

4.4 Compensation: No Director shall receive compensation for any service he may render in such capacity to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and may be compensated for services rendered in any capacity other than as a Director.

4.5 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 such a meeting, by obtaining the written approval of all the Directors. Any actions so approved shall have the same effect as though taken at a meeting of the Directors.

Article V

Nomination and Election of Directors

5.1 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 Director, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at such 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 shall be made from Association Members.

5.2 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 provision of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected.

Article VI

Meeting of Directors

6.1 Annual Meetings: Regular annual meetings of the Board of Directors shall be held within 2 weeks after the Annual Members Meeting. The Date, Time and Location of such meeting shall be at the discretion of the elected Board of Directors.

6.2 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 days' notice to each Director.

6.3 Quorum: A majority of the number of 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 of Directors.

6.4 Place and Manner of Holding Meetings: Regular and special meetings of the Directors shall be held in the place provided in the notice of the meeting. The Board of Directors may participate in and hold any meeting, whether regular or special, by means of conference telephone or other similar communication equipment, provided that all persons participating in the meeting can hear and communicate with each other. Participation in such a meeting shall constitute presence at such meeting.

Article VII

Power and Duties of the Board of Directors

7.1 Powers: The Board of Directors shall have power to:

7.1.1 Adopt and publish rules and regulations governing the use of the properties of the Associations.

7.1.2 Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the association on a Member, and in addition to , also suspend such rights after notice and hearing for a period not to exceed 30 (thirty) days for infraction of published rules and regulations.

7.1.3 Exercise for the Association all powers, duties and authority vested in, or delegated to, the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restriction; and

7.1.4 Employ a manager, and independent contractor or such other employee as shall be deemed necessary, and to prescribe their duties.

7.2 Duties: It shall be the duty of the Board of Directors to:

7.2.1 Cause to be kept a complete record of all 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 such statement is requested in writing by one-fourth (1/4) of the Members.

7.2.2 Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

7.2.3 Create a Maintenance fund, consistent with the provisions of the Restrictions, from assessments on the Members of the Association for the following non-exclusive purposes:

7.2.3.1 Payment of Liability insurance on the property of the Association as well as Liability insurance on the Officers and Directors of the Association.

7.2.3.2 Payment of maintenance, repair, operation and utility expenses with respect to the property of the Association.

7.2.4 Determine and fix the amount of assessments against each Owner and/or Lot, provided, however, that there shall be no assessments whatsoever for the purpose of paying indemnification claims pursuant to Article X hereof.

7.2.5 File any sworn detailed statement in accordance with law, establishing and evidencing a privilege upon any Lot and improvements thereon of an Owner who fails to pay assessments, charges, expenses or dues in accordance with these Bylaws or the Restrictions. The privilege shall secure all unpaid assessments, charges, expenses or dues imposed by these Bylaws and the Restrictions, together with preparation and filing fees, legal interest from the date due and reasonable attorneys fees. The sworn detailed statement shall be filed for registry in the mortgage records of Natchitoches Parish, Louisiana and the Owner affected by the filing of the sworn detailed statement shall be served with a copy of the statement by certified mail, registered mail or personal delivery. The privilege provided for herein shall rank according to its time of recordation, and shall be governed by the provisions of La. R.S. 9:1145, et seq., which are incorporated herein in their entirety.

Article VIII

Officers and Their Duties

8.1 Enumeration of Offices: The officers of the Association shall be a President, Treasurer and a Secretary and such other officers as the Board of Directors may from time to time by resolution create.

8.2 Election of Officers: The appointment of officers shall take place at the first meeting of the Board of Directors.

8.3 Term: The officers of this Association shall be appointed annually by the Board of Directors and each shall hold office for one (1) year or until their successors are appointed and qualified.

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

8.5 Vacancies: A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.6 Duties: The duties of the officers are as follows:

8.6.1 President: The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, shall sign all leases, mortgage, deeds and other written instruments, and in his representative capacity, can co-sign all checks and promissory notes.

8.6.2 Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall service notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the Members of the Association together with their addresses, in his representative capacity, can co-sign all checks and promissory notes and shall perform such other duties as required by the Board of Directors.

8.6.3 Treasurer: The Treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign, in this representative capacity, all checks and promissory notes of the Association, shall keep proper books of account, shall cause to be prepared an annual operations statement reflecting income and expenditures of the Association for its fiscal year, shall cause copies of said statement to be distributed to each Member within ninety days after the end of every fiscal year, and shall cause and annual budget to be prepared and presented to each Member at the regular annual meeting.

Article IX

Architectural Control Committee

The Architectural Control committee, as provided in the Restrictions, shall be composed of members chosen by the Board of Directors.

Article X

Indemnification

The Association may indemnify any person who was or is a party or is threatened to be made a party to any action, suit or investigation (including any action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided that in case of actions by or in the right of the Association, the indemnity shall be limited to expenses (including attorney's fees, and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the action to conclusion) actually and reasonably incurred in connection with the defense or settlement of such action and no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of this duty to the Association unless and only to the extent that the court shall determine upon application that despite the adjudication of the liability but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, has reasonable cause to believe that his conduct was unlawful.

Article XI

Books of 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 Restrictions, the Articles of Incorporation, and the Bylaws of the Association shall be available for the inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article XII

Assessments

Each Member of the Association shall be obligated to pay annual and/or special assessments as provided in the Restrictions and the Bylaws. Annual dues will be due by the last day of May.

12.1 Creation of the Lien and Person Obligation of Assessments: The Declarant, for each Subdivision Lot owned within the Properties, hereby covenant, and each Owner of any Subdivision Lot by acceptance of conveyance therefor, whether or not it shall by so expressed in such conveyance, is deemed to covenant and agree, to pay to the Association: (1) Past Monthly Assessments, and (2) Special Assessments, such Assessments to established and Collected as provided in these Bylaws and the Subdivision Restrictions. The Assessment assessed against each Subdivision Lot and it Owner(s), together with interest, collection costs and reasonable attorney fees relating thereto, shall be a charge on such Subdivision Lot and shall be and are secured by a continuing contract lien hereby created by, and reserved and retained in favor of, the Association upon the Subdivision Lot against which each Assessment is made. Each such Assessment together with interest, collection costs and reasonable attorney fees, shall also be the personal obligation of the person or legal entity that was the Owner of such Subdivision Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall be secured by the above-referenced continuing lien on the Subdivision Lot so transferred as security for the delinquent obligation of the prior Owner, and may be enforced against such Subdivision Lot notwithstanding any such conveyance.

12.2 Purpose of Assessment: Except to the extent otherwise specifically set forth elsewhere in these Bylaws and Subdivision Restrictions, the Assessments levied by the Association shall be used to improve, beautify, maintain, manage and operate the Common

Properties, Common Services, and Common Facilities, and to pay taxes and insurance premiums thereon, and to promote the recreation, convenience and welfare of the Members. Such benefits may include, by way of illustration but not limitation:

12.2.1 Improvement and maintenance of the Access Servitudes, Landscape and Irrigation Servitudes, Private Sanitary Sewer Systems, Private Street Servitudes, Service Servitudes and other services or facilities which are part of, devoted to or related to the use and enjoyment of the Common Facilities and the Common Property;

12.2.2 Providing professional property and financial management for the Common Properties and funds of the Association;

12.2.3 Providing patrol or watchman services;

12.2.4 Providing service contractors to manage and maintain recreational facilities

12.2.5 Providing and maintain lighting standards, fixtures and facilities which are within the jurisdiction of the Association;

12.2.6 Providing and maintaining all mechanical and electrical fixtures, plumbing equipment and drainage systems for the Common Properties and Common Facilities;

12.2.7 Fogging for insect control;

12.2.8 Providing garbage and rubbish pickup;

12.2.9 Maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property or dedicated from time to time out of the Property;

12.2.10 Maintaining landscaping and other improvements (including without limitation, walls, retaining walls, monuments, signage and irrigation systems) contained within esplanades and cul-de-sacs in any Private Streets or public streets located within or adjoining the Property, or in any landscape reserves or Servitudes held by the Association from time to time;

12.2.11 Cleaning, maintaining, operating and repairing the common Property and the rood of each Living Unit;

12.2.12 Providing the Common Services;

12.2.13 Enforcing the provisions contained in this Declaration ; and

12.2.14 Employing, at the request of the Architectural Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising the Committee in carrying out its duties and authority as set forth herein or, at the option of the Board of Directors of the Association, for the maintenance and/or improvement of the Common properties or Common Facilities or for providing Common Services for the benefits of the Members.

The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors of the Association shall be final as long as made in good faith and in accordance with the Bylaws of the Association and any applicable governmental laws, rules, and regulations.

Article XIII

Amendments

13.1 These Bylaws may be amended, at a regular or special meeting of the Members or by written consent of Members, by a vote or written consent by a majority of those Members constituting a quorum (as determined by Article III, Section 3.4).

13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

We the undersigned Board of Directors, do hereby adopt the above and foregoing as the Association's Bylaws.

LOUIE BERNARD
Clerk of District Court
District of Columbia
Date: 6-18-13
Date: 6-18-13
Date Filed: 6-18-13
Date: 6-18-13
Page _____
Page _____
Clerk Date _____
District Clerk, District Court, D.C.

Steve Maurer Steve Maurer
Mark Clayton Mark Clayton
Michelle Maurer Michelle Maurer

LOUIE BERNARD
Clerk of District Court
Parish of Natchitoches

I hereby certify that the attached document is a true
copy of the instrument filed and recorded in the
Clerk of Court's Office in Natchitoches Parish, LA.

Date Filed: June 19, 1:34 PM '13

Registry No. 360824

CH Book 32 Page 759

Cert. Date June 19, 2013

Cassidy Harris
Deputy Clerk, 10th Judicial Court, LA