

**BY-LAWS OF
EGRET LANDING HOMEOWNERS ASSOCIATION, INC.**

Egret Landing Homeowners Association, Inc. (hereinafter referred to as the "Association"), a non-profit Louisiana corporation, formed under the laws of the State of Louisiana, does hereby adopt the following By-Laws which shall govern the administration of said Association.

All present or future owners of Lots in the Subdivision, as now defined and as Additional Property is added as provided in the Declaration of Covenants and Restrictions of Egret Landing Subdivision, Monroe, Louisiana, of record in Book 2388, page 103, records of Ouachita Parish, Louisiana, as amended (the "Declaration") (the "Subdivision") and their respective employees, invitees or any other person who might use the property of this Association in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition, rental or occupancy of any of the Lots in the Subdivision will signify and constitute a ratification and acceptance of these By-Laws by any such owner, occupant, tenant, employee or other person.

**ARTICLE I
OFFICE**

1. The principal office of the Association shall be located at 2371 Tower Drive, Monroe, Ouachita Parish, Louisiana.
2. The Association may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine.

**ARTICLE II
MEMBERSHIP MEETINGS**

1. All meetings of the members of the Association shall be held at the principal office of the Association or such other place, within or without the State of Louisiana as may be designated by the Board of Directors.
2. An annual meeting of the members shall be held on the 1st Tuesday in February of each year, or if said day be a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting of the members; provided that, until the election by the Incorporator and Declarant (as defined in the Declaration (the "Declarant")) to terminate its control of the Association, then control of the Association shall be by the Incorporator/Declarant. The first annual meeting of the members will be called for a time and place set by the Incorporator/Declarant. It is understood that the Incorporator/Declarant may not call a meeting of the members until after the Control Transfer Date as described in the Declaration, it may elect to do so prior thereto acknowledging that all control over the Association is retained with the Declarant until such time as described in the Declaration.
3. Special meetings of the members, for any purpose or purposes, may be called by the President or Board of Directors and shall be called by such officers upon receipt of a written request from any member or members holding in the aggregate one-third (1/3) of the total voting power after the Control Transfer Date, or by the Declarant.

4. Notice of all member meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting.

5. When a quorum is present at any meeting, the holders of fifty-one (51%) percent of the voting rights present or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of applicable law, the Articles of Incorporation, or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

6. In any meeting of members each Owner of a Lot in the Subdivision shall be entitled to cast one vote for each Lot which he owns subject to such other voting rights for owners of larger lots and the Multi-Family Housing property as set forth in the Declaration; provided however that the Declarant shall have total control of the Association as provided in the Declaration. If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot. If a Lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a duly authorized officer or agent of such entity and filed with the Secretary of the Association. Such certificates shall be valid and relied upon by the Association until receipt by the Secretary a written document revoking such certificate notifying the Secretary of a change in the ownership and/or voting authority of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked at any time by any Owner thereof. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

7. Approval or disapproval of a Lot Owner upon any matter provided for by law, or by the provisions of the Articles of Incorporation or these By-Laws, or otherwise whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing directors.

9. The order of business at annual members meetings, and, as far as practical, at all other members meetings, shall be:

- (1) Election of Chairman of the meeting;
- (2) Calling of the roll and certifying proxies;
- (3) Proof of notice of meeting or waiver of notice
- (4) Reading and disposal of any unapproved minutes;
- (5) Reports of officers;
- (6) Reports of Committees;
- (7) Election of directors (as necessary);

- (8) Unfinished business;
- (9) New business; and
- (10) Adjournment.

10. Whenever, by any provision of law, the Articles of Incorporation, or these By-Laws, the affirmative vote of members is required to authorize or constitute action by the Association on behalf of the Association, the consent in writing to such action, signed by all of the members having voting power in the particular question, shall be sufficient for the purpose, without necessity for a meeting of the members. The consent, together with a certificate by the Secretary of the Association to the effect that the subscribers to the consent constitute all of the members entitled to vote on the particular question, shall be filed with the records of the proceedings of the members. Notwithstanding anything to the contrary as stated above, the Declarant has total control of the Association prior to the Control Transfer Date as set forth in the Declaration.

ARTICLE III **DIRECTORS**

1. The affairs of the Association shall be managed by the Declarant prior to the Control Transfer Date, and thereafter by a Board of Directors consisting of not less than three (3) or more than five (5) persons, as determined from time to time by the members. Until otherwise determined, there shall be three (3) directors. Declarant may allow Directors to be elected or appointed prior to the Control Transfer Date to serve in advisory roles for Declarant. Such advisory directors may be appointed, terminated and replaced by Declarant in its sole discretion prior to the Control Transfer Date.

Election of Directors:

(a) After retirement of the original directors, election of directors shall be conducted at the annual members' meeting. A nominating committee shall be appointed by the Board of Directors at least thirty (30) days prior to the annual members' meeting. Additional nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Notwithstanding anything herein to the contrary, Declarant shall have the right to appoint a majority, but not less than three (3) Directors so long as Declarant owns any unimproved Lot in the Subdivision (including Additional Property, as defined in the Declaration).

(b) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Any director may be removed by concurrence of fifty percent (50%) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Directors' Meetings:

(a) The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place, and time as shall be fixed by the directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or facsimile at least three (3) days prior to the day named for such meeting unless such notice is waived.

(c) Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

(d) Any director may waive notice of a meeting before, during, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at directors' meetings shall consist of the directors entitled to cast fifty-one (51%) percent of the votes of the entire Board. The acts of the Board approved by fifty-one (51%) percent of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided by law or in the Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining quorum.

(f) The presiding officer of director's meetings shall be the Chairman-of-the- Board if such an officer has been elected, and if none, then the directors present shall designate one of their members to preside.

(g) Any action which may be taken at a meeting of the Board or any committee thereof may be taken by a consent in writing signed by all of the directors or by all members of the committee, as the case may be, and filed with the records of proceedings of the Board or committee.

(h) Directors' fees, if any, shall be determined by the members. All of the powers and duties of the Association existing under law and in accordance with other documents establishing the Association shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject, however, to the approval by Lot Owners and members of the Association when such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may also be an employee of the Association. The Board of Directors may designate one or more committees, each of which to consist of two or more directors, which to the extent provided by resolution of the Board, shall have and may exercise powers of the Board in the management of the business and affairs of the Association. Each such committee shall hold office during the term of the Board constituting it, unless otherwise ordered by the Board.

ARTICLE IV **OFFICERS**

1. The executive officers of the Association shall be a President, and a Secretary-Treasurer. All officers shall prior to the Control Transfer Date be appointed by Declarant, and thereafter be elected annually by the Board of Directors and may be peremptorily removed by Declarant prior to the Control Transfer Date, and thereafter by vote of the directors at any meeting thereof. The Board of Directors shall from time to time elect

such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association and to preside over the member meetings.

3. The Secretary-Treasurer shall keep the minute book wherein the resolutions of all proceedings of the directors and the members shall be recorded. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association, and as may be required by the directors or the President. He also shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with generally accepted accounting principles; and he shall perform all other duties incident to his office.

4. The compensation of all employees of the Association, including officers, shall be fixed by the Board of Directors.

5. Notwithstanding anything to the contrary as set forth above, prior to the Control Transfer Date, Declarant shall the authority to name and appoint officers of the Association and to remove and replace all such officers in its sole discretion.

ARTICLE V

ASSESSMENTS AND FISCAL MANAGEMENT

1. On or before December 1 of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total amount required for the cost of wages, materials, insurance, services and supplies and other expenses of the Association which will be required during the ensuing calendar year for the management and maintenance of the Association's property, together with reasonable amounts considered by the Board to be necessary for the reserves hereinafter established. On or before thirty (30) days prior to any Annual Meeting, the Board shall give each Lot Owner a copy of the proposed Annual Budget for the ensuing year, together with a written statement of the annual and monthly assessments pertaining to the Lot, which assessments shall be fixed in accordance with the provisions of these By-Laws. If the Budget or proposed assessments are amended, a copy of the amended budget or statement of assessment shall be furnished each Lot Owner concerned. The Association membership shall approve this Budget at the next annual meeting by a fifty percent (50%) majority of the Voting Rights present or represented by written proxy at such meeting.

2. The failure or delay of the Board of Directors to prepare or to transmit to Lot Owners an Annual Budget or statement of assessments shall not constitute a waiver or release in any manner of any Lot Owner's obligation to pay assessments against his Lot, whenever the same shall be determined, and in the absence of an Annual Budget or statement of assessments, each Lot Owner shall continue to pay the existing monthly installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.

3. In the event that the Annual Budget and the assessments made pursuant thereto prove to be insufficient for any reason, including nonpayment of any assessment, the Annual Budget and assessments therefor may be amended at any time by the Board of Directors and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section I of this Article.

4. When the first Board of Directors takes office, it shall forthwith determine the Annual Budget for the period commencing thirty (30) days after such taking of office and ending on December 31 of the same calendar year. Assessments shall be levied during this period as provided in Section I of this Article.

5. The Annual Budget shall include allocations for, and the funds and expenditures of the Association shall be credited and charged to, accounts under the following classifications as shall be appropriate, all of which expenditures shall be expenses of the Lot Owners.

(a) Current Expenses, which shall include all funds to be used and expenditures to be made within the year for which the funds are budgeted to pay current expenses for the maintenance and management and operation of the Association's property, including reasonable amounts for contingencies related to such expenses.

(b) Reserves for Deferred Maintenance, Obsolescence and Replacements, and Alterations and Improvements, which shall include funds for maintenance items which occur less frequently than annually, repairs or replacements to the Association's property required because of uninsured casualty damage, depreciation or obsolescence, and alterations or improvements to the Association's property which may have been authorized in accordance with these By-Laws and for additional movable property needed in the management and operation of the Association's property and which will become owned by the Association.

(c) Reserve for Bad Debts, which shall include funds to offset reasonably anticipated defaults in payments of assessments and other obligations due the Association.

(d) Reserve for Taxes, which shall include funds to pay any taxes, including income taxes levied against the Association and ad valorem taxes assessed against the Association's property, but not any taxes or assessments levied against individual Lots or Lot Owners.

(e) Working Capital, which shall include funds necessary to provide sufficient cash to the Association to pay current obligations as they become due.

The Board of Directors, in its absolute discretion, may establish, from time to time, such other accounts or budget classifications as it may deem appropriate for the proper administration of the Association's property including but not limited to the different types of assessments as described in the Declaration.

6. Extraordinary or emergency expenditures not originally included in the Annual Budget which may become necessary shall be first charged against any appropriate reserves available for such contingencies, and to the extent such reserves are unavailable or inadequate, the Board of Directors may levy an additional assessment against Lot Owners. Such assessments shall be made only upon written notice to and approval of Lot Owners entitled to cast more than fifty (50%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Directors may levy against Lots and Lot Owners shall be made, apportioned and collected in the manner set forth in those provisions of these By-Laws or law authorizing the same or in the

action of the Board in making the assessment, and in lieu thereof, in the same manner as provided in Section 1 of this Article.

7. On or before the date of the annual members' meeting of each year, the Board of Directors shall provide all Lot Owners and each mortgagee of a Lot with a copy of an audit or itemized accounting of the Association's expenses actually incurred and paid for the preceding year, together with a tabulation of all amounts collected pursuant to assessments levied, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be Common Surplus and shall be apportioned among the Lot Owners who contributed same and shall be credited to each Lot Owner's next monthly installments against assessments for the current year, until exhausted. Any net shortage shall, at the option of the Board, either be accounted for in the Annual Budget for the current year or added to each Owner's assessment for the current year to be paid with the installments against assessments due in the six months immediately succeeding the rendering of the accounting.

8. The Secretary-Treasurer shall keep full and complete books of account, including itemized, records of all receipts and expenditures, and the same shall be open for inspection by any Lot Owner, any representative of a Lot Owner duly authorized in writing or the mortgagee of any Lot at such reasonable time or times during normal business hours as may be requested by the Lot Owner or his representative or mortgagee. The Secretary-Treasurer shall also maintain a separate account for each Lot which shall be kept current at all times and which shall show: (i) the name and address of the Lot Owner or Owners, and the mortgagee of the Lot, if any, (ii) the amount and due date of all assessments pertaining to the Lot, (iii) all amounts paid on account, and (iv) any balance due. Upon written request of a Lot Owner or his mortgagee, a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such Lot Owner shall be promptly furnished.

9. Each Lot Owner (other than Declarant) shall be assessed an initial monthly fee and Assessment of \$50.00; provided however, that Owners' of larger lots or re-subdivided Lots may pay a larger fee and Assessment as provided in the Declaration. Owner(s) of Multi-Family Housing Lots shall pay the monthly fee as set by the Declarant and/or Association, initially \$250.00 per month for Lot 1 of Block B, Unit 1.

10. All installments on assessments shall be payable to the order of Egret Landing Homeowners Association, Inc., and shall be paid at the principal office of the Association; or to such other person or entity and at such other places as the Board of Directors may from time to time designate.

Any installment on any assessment not paid within ten (10) days after the date when due shall be delinquent as of the eleventh day after the date due. Not later than eighty-three (83) days after such assessment becomes delinquent, the Secretary-Treasurer shall serve upon the Lot Owner liable for any such delinquent installment a sworn detailed statement of the Association's claim for any or all delinquent installments on assessments. Such statement shall be executed by the Secretary-Treasurer in authentic form or shall be duly acknowledged before a Notary Public and shall either be personally delivered or sent by certified mail to the responsible Lot Owner. In the event that payment is not forthcoming, the Secretary-Treasurer shall, not later than ninety (90) days after the date on which the installment becomes delinquent, take necessary measures to file in the records of the Clerk of Court for the Parish of Ouachita a claim of lien on behalf of the Association against the Lot liable for such assessment. The claim of lien shall be signed and verified by affidavit of any director or officer of the Association and shall include: (i) a description of the Lot, by reference to the recorded plat for the Subdivision, the Lot designation and any other information necessary for proper identification, (ii) the name of the record Lot Owner, (iii) the amount of all delinquent installments or payments or assessments, and (iv) the date on which the said installments or payments became delinquent.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in Ouachita Parish. Any such suit must be filed before the expiration of one (1) year, after the date of recordation of the inscription of the lien with the Clerk of Court of Ouachita Parish.

All liens for assessments against Lots shall be subordinate in rank to any mortgage or lien on any Lot filed for record prior to the lien for such assessment.

10. Any Lot Owner who mortgages his Lot shall notify the Secretary-Treasurer of the name and address of his mortgage and any such mortgagee shall have the right to notify the Secretary-Treasurer of the existence of a mortgage on a Lot. The Secretary-Treasurer shall maintain such information in a special book or file. The Secretary-Treasurer will promptly report to a mortgagee of a Lot any unpaid assessments or other default by the Owner of such Lot. A copy of every notice of default and claim for delinquent installment or assessment or claim of lien sent by the Association to a Lot Owner shall also be sent by the Association to a Lot shall also be sent to the mortgagee of the Lot whose name and address has theretofore been furnished to the Association.

11. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by resolutions of the Board of Directors. All funds collected by the Association from Assessments may be commingled in a single fund but they shall be held for the Lot Owners in the respective shares in which they are paid and credited to accounts from which shall be paid the expenses for which the respective assessments were made.

12. Notwithstanding anything herein to the contrary, Declarant shall not be responsible for the payment of annual, special or any other assessments on Lots which it owns.

ARTICLE VI **RULES AND REGULATIONS**

1. The Board of Directors may in its discretion, and shall at the direction of members holding two-thirds (2/3) of the total votes of the Association, adopt or amend reasonable rules and regulations concerning the details of operation and use of the Association's property, including maintenance, conservation and beautification of the Association's property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Lots.

2. Written notice of the adoption or amendment of such rules and regulations and a copy thereof shall be furnished to each Lot Owner and Occupant prior to their effective date and a copy of the current rules and regulations applicable to the Association's property shall be maintained at all times in the records of the Association.

ARTICLE VII **USE RESTRICTIONS**

The use of the property of the Association shall be in accordance with the following provisions:

(a) Each of the Lots shall be occupied only by the Owner or his tenant, his servants, and guests as a residence and for no other purpose as provided in the Declaration applicable to the Subdivision.

(b) The Association's property shall be used only for the purposes for which they are intended in the furnishing of ingress and egress services, and facilities for the enjoyment of the Lot Owners; and

(c) No use or practice shall be permitted on the Association's property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No unlawful use shall be made of the Association's property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification, or repair of the Association's property shall be the same as the responsibility for the maintenance and repair of the property concerned.

ARTICLE VIII **ASSOCIATION PROPERTY**

The Association's property currently and initially will consist of a sign located at the entrance of the Subdivision, those areas designated as Common Area on the Plat of the Subdivision, and such other plantings and signs as made by the Declarant for the benefit of the Subdivision. This common area was donated to the Association by the developer and Declarant pursuant to an act of donation or contained in the filed Plat of the Subdivision. The Association property may also consist of those improvements and equipment necessary for the use and benefit of the Subdivision by Declarant and/or the Association.

ARTICLE IX **ARBITRATION**

1. Any question or issue in controversy (the "Controversy") other than the amount due or payment of any assessment required to be paid to the Association, arising between two or more Lot Owners or between one or more Lot Owners and the Association or its Board of Directors, or the Developer or Declarant of the Subdivision, or the employees and agents of either, concerning the administration of the Association's property shall, at the written request of any party to such controversy delivered to the other party thereto, be submitted to arbitration.

2. Upon the request of any party for submission of a Controversy to arbitration, each party thereto shall select one arbitrator each and notify the other party or parties in writing of such choice. The arbitrators respectively selected by the parties to the controversy shall meet as promptly as practicable after their appointment and, with all reasonable dispatch, shall determine the Controversy. In the event that the arbitrators cannot agree upon the matter in dispute, and if there is an even number of arbitrators so that the decision of a majority of the arbitrators cannot be obtained, then the appointed arbitrators shall choose another arbitrator so that there shall be an uneven number of arbitrators, and the decision shall thereafter be based on the determination of a majority of such arbitrators. If within a period of ten (10) days after the party seeking the arbitration has selected an arbitrator and notified the other party or parties of such choice, the other party or any other party shall fail to select an arbitrator or arbitrators, or, if within a period of thirty (30) days after the appointment all arbitrators by the parties, the arbitrators do not agree upon the matter in dispute, or upon the selection of another arbitrator as hereinabove provided, the appointment of arbitrators and the determination of the Controversy shall be made in accordance with the rules of the American Arbitration Association, the award rendered by the arbitrator or arbitrators to determine the matter in dispute, which award shall be binding upon

all parties to the Controversy. Judgment upon the award rendered by the arbitrator or arbitrators may be entered by any court having jurisdiction thereof.

ARTICLE X NOTICES

1. Any notice required by these By-Laws or by law to be given in writing by any Lot Owner to another Lot Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Lot Owner, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified mail, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State with respect to the Association, and to the last address of such Lot Owner, Association member or other person appearing in the records of the Association.

2. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

ARTICLE XI AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of any proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment must receive approval by a vote of two-thirds (2/3) of the entire membership. Members not present at the meetings considering the amendment may express their approval in writing thereafter. Until the first election of directors by the members at an annual meeting, By-Laws may be approved by the unanimous vote of the directors or the Declarant.

3. An amendment may be proposed by either the Board of Directors or by any member of the Association.

4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted.

5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the requirements of law.

6. No amendment shall discriminate against any Lot Owner (including the Developer of the Subdivision and Declarant) or against any Lot or class or group of Lots unless the Lot Owners so effected and Declarant shall consent.

7. No amendment to these By-Laws shall operate to change any Lot or the share in the Association's property or other rights appurtenant to the Lot, or increase the Lot Owner's share of the Association's expenses, or change the voting rights of members, unless the record Owner of the Lot concerned and all record mortgagees thereof shall join in the execution of the amendment, or such change is made under and pursuant to the directives of the Declaration.

8. No amendment to these By-Laws that may adversely affect Declarant or any property now or hereafter owned by Declarant shall be effective unless agreed to in writing by Declarant.

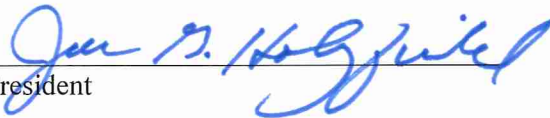
9. Notwithstanding anything contained herein to the contrary, prior to the Control Transfer Date, all power and control of the Association and the sole authority for the administration of the Association shall be with and by the Declarant. The Declarant may, but shall not be obligated to, appoint an original Board of Directors as provided in these By-Laws and allow the Board of Directors to name and appoint Officers as set forth herein, but all action taken or refused to be taken by any such Board of Directors and/or Officers is subject to veto or approval by the Declarant without any other formal action other than as established by Declarant. Third parties and members may request that Declarant provide its written approval of actions taken by the Board of Directors and/or Officers until the Control Transfer Date and Declarant agrees to reply to such requests upon reasonable notice and opportunity for Declarant to review such action taken

The foregoing were adopted as the By-Laws of Egret Landing Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 26th day of November, 2014.


Secretary

APPROVED:


President

BAYOU BEND ESTATES, LLC (Declarant)

BY: 
Joseph G. Holyfield, Development Manager

RESOLUTION
EGRET LANDING HOMEOWNER'S ASSOCIATION

The undersigned, being the Incorporator of **EGRET LANDING HOMEOWNERS ASSOCIATION, INC.** (the "Association"), a non-profit corporation organized and existing under the laws of the State of Louisiana, having its principal office in Monroe, Louisiana; and that the following is a true and correct copy of resolutions adopted by the Incorporator and Declarant as described in those certain Egret Landing Subdivision Declaration of Covenants and Restrictions filed in Conveyance Book 2388, page 103, File No. 1658014, records of Ouachita Parish, Louisiana (the "Declaration") of said Corporation on the 26th day of November, 2014, to-wit:

RESOLVED, that JOSEPH G. HOLYFIELD, be and is hereby named and appointed President of the Association; and

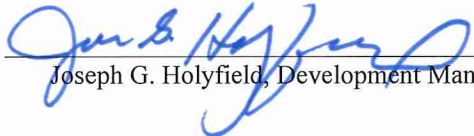
FURTHER RESOLVED, that LISA HOLYFIELD, be and she is hereby named and appointed Secretary/Treasurer of the Association; and

FURTHER RESOLVED that the Bylaws of the Association signed by the Declarant and Incorporator effective November 26, 2014 are hereby adopted as the Bylaws of the Association.

Said undersigned Declarant as described above with full and complete authority over the affairs of the Association as described in the Declaration and the Articles and Bylaw of the Association does hereby certify that the above and foregoing is a true and correct copy of the Resolution mentioned and adopted in the preamble of this instrument, and that said resolution has not been canceled or rescinded.

Witness my hand, as the official act of this Corporation effective the 26th day of November, 2016.

BAYOU BEND ESTATES, L.L.C. (Declarant)

By:  _____
Joseph G. Holyfield, Development Manager