

INTRODUCTION – BY LAWS

PROPOSED CHANGES TO THE BY LAWS – THE FOLLOWING PROPOSED CHANGES WERE UNANIMOUSLY APPROVED FOR RECOMMENDATION TO THE BOARD BY THE GOVERNANCE COMMITTEE, AND UNANIMOUSLY APPROVED FOR SUBMISSION TO THE OWNERS FOR A VOTE BY THE ATCA BOARD OF DIRECTORS.

NEW/ADDED LANGUAGE IS “**HIGHLIGHTED**” IN YELLOW. LANGUAGE TO BE REMOVED/DELETED IS “~~HIGHLIGHTED~~” IN RED, AND RED “~~STRIKE OUT~~”.

ONLY SECTIONS FOR WHICH A CHANGE IS PROPOSED ARE LISTED HERE. IF A SECTION IS NOT LISTED HERE, IT MEANS THAT THE COMMITTEE DID NOT RECOMMEND A CHANGE TO IT, AND THE BOARD IS NOT SUBMITTING A CHANGE TO IT TO THE OWNERS FOR A VOTE.

□ **Section 1.01. [as amended, eff. 7/1/02]**

Unless the context shall clearly indicate some other meaning, all words and terms used in these By Laws that are defined in the Declaration of Condominium Ownership **or the By Laws** for the Audubon Trace Condominium, **as recorded** in the office of the Clerk of Court for the Parish of Jefferson, State of Louisiana, shall, for all purposes of these By Laws, have the respective meanings given to them in said Declaration **and/or By Laws**.

Any terms used in these By Laws and not defined in the Declaration **or the By Laws** shall have the meanings given to them in the Louisiana Condominium Act, LA. REV. STAT. ANN. 9:1121, *et seq.*, **the Louisiana Non-Profit Corporation Act, LA. REV. STAT. ANN. 12:201, et seq., the Louisiana Civil Code, and the Louisiana Revised Statutes, as applicable.**

Any terms used in these By Laws and not defined in the Declaration or the Act are to have the meanings given to them by these By Laws.

Any terms used in these By Laws and not defined in the Declaration, or the Act, or these By Laws are to have their common, ordinary meanings.

All references in these By Laws to the “Act” are references to the Louisiana Condominium Act, LA. REV. STAT. ANN. 9:1121, *et seq.* ■

□ **Section 1.02. [enacted, eff. 7/1/02]**

Glossary of Terms. The following terms used in these By Laws are defined as follows:

1. **Code of Conduct** – Any code or statement of expected behavior that the Board of Directors adopts for its own members, and/or for the members of any Standing Committee. Once the Board of Directors adopts a code of conduct for itself, that code will apply to all Board members as a requirement of membership on the Board of Directors, or as a requirement of membership on any Standing Committee.
2. **Common Elements** – The portions of the condominium property that are not a part of the individual Units or the Limited Common Elements. See Section 6.01, LA. REV. STAT. 9:1121.103(5).
3. **Conflicts Policy** – The policy that prohibits a Board member from participating in the deliberations and/or voting on any matter in which or for which the Board member has a direct personal or financial interest, or from which the Board member may receive a financial or personal benefit.
4. **Current** – An Owner who is not “delinquent” or “in default” on the payment of Association dues, fees, special assessments, or fines (if any

have been levied). See Sections 2.06, 6.17.

5. **Delinquency Fine** – The fine assessed by the Board against an Owner who fails to timely pay any dues, fees, fines, or assessments owed to the Association. The amount of the “delinquency fine” for the current fiscal year will be set by the Board at its first meeting of the fiscal year. **The “delinquency fine” shall be not less than \$20.00 per occurrence.** The “delinquency fine” may be called a “late fee”. See Section 6.17 (A).
6. **Delinquent** – An Owner who pays an amount owed to the Association, but does so after the prescribed deadline. A “delinquent” payment may result in the assessment of a “delinquent fine” or “late fee”. See Section 6.17.
7. **Default** – An Owner who does not pay an amount owed to the Association within 30 days of the date when the payment was first due. An Owner can be “in default” for the failure to pay monthly dues, fees, fines, special assessments, and/or “late fees”. See Section 6.17.
8. **Good Standing** – An Owner who is “current” and who has not been notified by the Board that he/she is in violation of any Articles, By Laws, or Rules of the Association, **including any applicable code of conduct.** See Section 2.06, 4.01, 4.07 (A).

9. **Limited Common Elements** – The portions of the Common Elements reserved, limited, or restricted for the exclusive use of a certain Unit or certain Units. See Section 6.01, LA. REV. STAT. 9:1121.103(6).
10. **Primary Domicile (for Board)** – The term “primary domicile” has the meaning given to “domicile” by the Louisiana Civil Code, and the related jurisprudence. See LA. CIV. CODE ART. 38. A person may reside in several places, but may not have more than one domicile. See LA. CIV. CODE ART. 39. For the purposes of these By Laws, an Audubon Trace Unit is an owner’s “primary domicile” if there is a Louisiana homestead exemption attached to the Unit. See LA. CONST. ART. 7, § 20. See Section 4.01.
11. **Quorum (for Board)** – A quorum exists when a simple majority of the total number of the current Directors are present in person at the meeting. A Director may be present in person or by written proxy given to another Board member, except that a proxy shall not be used to constitute a quorum. A Director’s proxy may be given only to another current Board member. No Board Member may have the proxy of more than one (1) Board Member at any meeting. See Sections 4.02(A), 4.02(B), 4.02(G), 4.02(I).

12. **Quorum (for voting members)** – The presence in person or by proxy at any meeting of “voting members” who collectively have a majority of the “total votes”. See Section 3.01.
13. **Standing Committee** – A Committee established by the Board to (1) review one or more designated areas of the Association’s business, (2) make recommendations to the Board on action to be taken regarding the issues reviewed by the Committee, and/or (3) help organize activities for the Association related to the Committee’s designated scope of review. See Sections 4.07, 4.07 (A).
14. **Total Votes** – The total undivided ownership of the Common Elements, divided among the 237 Units according to each Unit’s percentage interest of the undivided ownership. The sum of the 237 Units’ undivided ownership is 100%. See Sections 2.03, 4.02, 4.04, 7.01.
15. **Unit Owner** – A person, corporation, or other entity having an ownership interest in at least one Unit. See Sections 2.02, 2.03.
16. **Violations Fines** – The fine assessed by the Board against an Owner who violates a part of Article VI or a Rule of the Association. The amount of the “violations fines” for the current fiscal year will be set by the Board at its first meeting of the fiscal year. **The fines shall be not**

less than \$20.00 per occurrence. See Section 6.23, 6.23 (A).

17. **Vote** – The weighted value assigned to a Unit, according to the Unit’s percentage interest of the undivided ownership of the Common Elements. See Section 4.02.
18. **Voting Member** – One person for each Unit Ownership who is entitled to vote at any meeting of the Unit Owners. A “voting member” may act as proxy on behalf of the Owner or Owners of one other Unit in any given election. A “voting member” must be an Owner in “good standing”. See Sections 2.03, 4.02. ■

□ **Section 3.01.**

Meetings of the voting members shall be held at the Property or at such other place in the Parish where the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes **of the condominium property** shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. ■

~~□ Section 3.02 (A). [as amended, eff. 4/29/98]~~

~~The initial meeting of the voting members shall be held not less than thirty (30) nor more than sixty (60) days after Developer has sold seventy-five (75%) of the Units in the project and upon ten (10) days' written notice given by the Developer to the voting members. In each succeeding year after the year in which the initial meeting is held, there shall be an annual meeting of the voting members on June 1st of each year or within thirty (30) days thereafter, and written notice of the date, time, and place of each annual meeting shall be mailed to or delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting. ■~~

□ **Section 3.02 (A).**

Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days or, in the case of a meeting called to fill a vacancy on the Board, five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. ■

□ **Section 3.02 (B).**

Notices of meetings required to be given herein may be delivered ~~either~~ personally **in electronic form when possible, by hand when necessary, and/or by mail to all non-resident owners** ~~or by mail~~ to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. ■

❑ **Section 4.01. [as amended, eff. 7/1/02]**

The operation, maintenance, repair, and administration of the Property shall be vested in a Board of Directors. The Board of Directors will consist of not less than five (5) and not more than seven (7) persons.

Each member of the Board shall be a Unit Owner with at least an undivided fifty (50%) percent ownership interest in his/her Unit. Each ~~nominee to~~ candidate for the Board must be an Owner in “good standing” and must reside in an Audubon Trace Unit as their primary domicile at the time that the candidate submits his/her candidate’s application.

Each candidate to the Board must also agree to sign and be bound by the Board’s code of conduct and conflicts policy prior to the election in which the candidate will be on the ballot.

These minimum qualifications must be satisfied prior to the election of any Board Member. The Board of Directors shall review the nominees for election to the Board to ensure that these criteria have been met. The Board of Directors shall disqualify any nominee who does not meet these minimum qualifications. ■

□ **Section 4.02. [as amended and subdivided, eff. 7/1/02]**

~~At the initial meeting, the voting members shall elect a Board to consist of seven (7) persons to replace the First Board provided for in the Articles. Subject to such limitations, if any, as may be set forth in the Articles, in all elections for members of the Board, each voting member shall be entitled to vote for each contested position, with each member's vote being weighted according to his/her percentage interest of the undivided ownership of the Common Elements as set forth in the Declaration. The candidate(s) who receive the highest number of all the votes cast at said election meeting or any election for such office(s) shall be declared elected. No voting member may vote any more than his/her own vote plus one (1) written proxy vote at any election or other vote by the voting members.~~

In all elections for Board members, the voting members may cast their Unit vote and not more than one (1) written proxy vote. ~~either in person or by absentee ballot.~~ The place, times, days, **and manner and procedure** for voting shall be determined by the Board, and the Board shall give the voting members timely notice of all election deadlines, **requirements, and procedures** prior to any such election.

Voting in all elections for Board members shall be in writing by ~~"secret" or~~ some form of anonymous ballot, regardless of whether the votes are cast in person on the day of the election, or by absentee ballot. **Only the election auditor is permitted**

to know the identity of the Units that submitted a ballot, and how each Unit voted. The election auditor will publish only the outcome of the votes cast, giving the actual number of Units that voted for each candidate, and the percentage of the total votes that those votes represent.

All ballots shall be anonymously submitted. ~~, and shall not require the Owner to identify his/her name or Unit number on the ballot itself.~~ The Board shall adopt election procedures, ~~however,~~ that result in all ballots being identified by Unit number and properly weighted according to each voting members' percentage of interest of the undivided ownership of the Common Elements.

The Board shall hire an independent auditor to supervise the election process, to record, give weight to, and tally all ballots, and certify the results of all such elections. ■

~~□ Section 4.02 ©. [as amended, eff. 7/1/02]~~

~~Members of the Board elected at the initial meeting shall serve until the first annual meeting or until their successors have been duly qualified and elected. Beginning at the 1997 annual meeting, and at each successive annual election thereafter, members of the Board shall be elected for a term of two (2) years except for one at-large Board member who shall serve for one year.~~

~~For the 1997 term only, the 1997-1998 Board shall designate among themselves four (4) members to serve one year. For the 1998-1999 term year, and each year thereafter, there will be an election for three Board members who will each serve a two-year term, and one at-large Board member who will serve a one-year term. ■~~

□ **Section 4.02 ©. [as amended, eff. 7/1/02]**

The voting members having a simple majority of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that the Board shall not have less than five (5) members or more than seven (7) members. ■

□ **Section 4.02 (D).** [as amended, eff. 7/1/02]

Members of the Board shall receive no compensation for their services, except to be reimbursed for expenditures they make on behalf of and with the prior approval of the Board.

A violation of this provision will be deemed to be unethical behavior and a violation of the Board's conflicts policy. Confirmation of such a violation of this provision can be the basis of removal of the offending Board member by a proper vote of a majority of the Board. ■

□ **Section 4.02 (E).** [as amended, eff. 7/1/02]

Any Board position becoming vacant due to death, resignation, or otherwise, shall be filled by election for the unexpired term, at a special meeting of the Board to be called upon five (5) days' written notice. ~~Any vacancy occurring on the First Board, by death, resignation or otherwise, shall be filled by election for the unexpired term, at a special meeting of the Declarant and the Board to be called upon five (5) days' written notice.~~

If the Board has fewer than five (5) Directors, the remaining Directors shall elect a sufficient number of successor(s) so that the Board will not have fewer than five (5) and not more than seven (7) Directors.

The term(s) of Director(s) so elected shall expire on the date of the next special meeting called for the purpose of filling vacancies on the Board. If no special meeting is called, the Director shall remain as a member of the Board until the term for that particular seat expires. ■

□ **Section 4.02 (F).** [as amended and re-numbered, eff. 7/1/02]

All members of the Board should be present at the Board of Directors' meetings. A Director may be present for a Board meeting either in person or by written proxy given to another current Board member, except that a proxy shall not be used to constitute a quorum.

A Director's proxy may be given only to another current Board member. No Board Member may have the proxy of more than one (1) Board Member at any meeting. ■

□ **Section 4.02 (G).** [as amended, eff. 7/1/02]

If one or more vacancies exist on the Board, the Board shall continue to operate and manage the affairs of the Association. The Board shall not, however, continue to meet and conduct business with three (3) or more vacancies on the Board, except to fill any such vacancies. The minimum number of Board Members required to constitute a quorum when vacancies exist on the Board is four (4). ■

□ **Section 4.02 (H).** [enacted, eff. 7/1/02]

Only a current Board member may attend Board meetings and vote with the proxy of an absent Board member. A proxy or proxies cannot be used to constitute a quorum of the Board. ■

□ **Section 4.03.**

The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, 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 who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. One person may hold any two offices except the offices of President and Vice President and the offices of President and Secretary. ~~The Board may elect an Assistant Secretary and/or an Assistant Treasurer who need not be members of the Board to hold office for such period, have such authority and perform such duties as the Board may determine, and shall be subject to removal at the pleasure of the Board. ■~~

□ **Section 4.04. [as amended, eff. 7/1/02]**

Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for this purpose, after the giving of not less than 10 days' notice of the meeting to all Unit Owners. A successor to fill the unexpired term of a Board member so removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose after the giving of not less than 10 days' notice of the meeting to all Unit Owners.

Any Board member may be removed from office by affirmative vote of a majority of the Board, at any properly noticed meeting with a quorum present. Grounds for such removal can include the member's repetitive violation of the Board's code of conduct, a violation of the Board's conflicts policy, or any egregious behavior that is deemed to be detrimental the Board and to the effective management of the condominium property. ■

□ **Section 4.05.**

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 manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary ~~or any Assistant Secretary~~ of the Board. ■

□ **Section 4.06. [as amended, eff. 7/1/02]**

The subparagraphs of Section 4.06 are hereby re-designated with capital letters (A, B, etc.), and the sub-subparagraphs of subparagraph “G” are hereby re-designated with Arabic numerals (1, 2, 3), as follows:

The Board shall have the following additional powers and duties:

- A. to engage the services of a Managing Agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve; ~~provided, however, that the First Board shall have authority to ratify and approve a management agreement between the Association and a corporation, which may be a corporation related to the Declarant, to act as Managing Agent for the Property for a period of three years from the date of recordation of the Declaration of Condominium;~~
- B. to formulate policies for the administration, management and operation of the Property;
- C. to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- D. to provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by such entry at the

expense of a fund to be established for such purposes;

- E. 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 Property 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);
- F. to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- G. to pay out of the maintenance fund hereinafter provided for the following:
 - (1) water, waste removal, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units,
 - (2) the services of a Managing Agent or any other person or firm engaged or employed by the Board,
 - (3) the maintenance, repair, and replacement of the Common Elements;
- H. to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than two-thirds (2/3) in the aggregate in interest of the undivided ownership of the

Common Elements, exclusive of the interest of the Unit Owner in question;

- I. to comply with the instructions of a majority of the ~~Unit Owners~~ voting owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- J. to exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Declaration, these By-Laws or the Act of the State of Louisiana. ■

□ **Section 4.07 (A). [enacted, eff. 7/1/02]**

To be a member of a Standing Committee, an Owner must be in “good standing” and a **full time** resident of an Audubon Trace Unit.

A member of a Standing Committee is eligible to participate in all of the Committee’s activities, including voting on resolutions, motions, and/or policies.

A non-Owner **full time** resident, who resides in the Unit of an Owner in “good standing”, can serve on one or more Standing Committees, and participate in all of the Committee(s)’s activities.

A non-Owner Committee member can vote on Committee resolutions, motions, and/or policies only with the written proxy of the Owner in “good standing” in whose Unit the non-Owner resides. ■

❑ **Section 5.01. [as amended, eff. 7/1/02]**

Each year on or before June 1st, the Board shall estimate the total budget for the Common Expenses (“estimated cash requirement”), including all amounts necessary to pay the cost of wages, materials, insurance, services, and supplies that will be required during the ensuing fiscal year for the rendering of all services for the Association, together with an amount considered by the Board to be necessary for a reserve for contingencies, replacements, and capital expenses (examples: roof replacements, street repairs, replace large stairways).

The Board shall, on or before June 15th, give each Unit Owner a written copy by email or first class mail of the proposed budget for the ensuing fiscal year, including an estimate of income and an itemization of the anticipated costs and expenses.

Said “estimated cash requirement” shall be assessed to the Unit Owners according to each Unit Owner’s percentage of ownership in the Common Elements, as set forth in Exhibit “D” attached to the Declaration.

On or before the first day of each month of the ensuing fiscal year, each Unit Owner shall pay to the Board, or to an agent or Manager as the Board may direct, one-twelfth (1/12) of the Unit’s annual assessment made pursuant to this Section.

No later than August 15th of each year the Board shall give all Unit Owners by email or first class mail an itemized accounting of the Common Expenses actually incurred and paid for the preceding fiscal year, together with a tabulation of all income from the amounts collected and earned as interest pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves. ■

□ **Section 5.02.**

The Board shall establish and maintain a reasonable reserve for contingencies, replacements, and capital expenses (ex. roof replacements, street repairs, replace large stairways).

Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If said “estimated cash requirement” proves to be inadequate for any reason, including non-payment of any Unit Owner’s assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner’s percentage ownership in the Common Elements.

The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing by email or first class mail giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment, which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. ■

□ **Section 5.03. [as amended, eff. 11/5/92]**

~~The Association shall establish a working capital fund for the initial months of the Project operation equal to at least two (2) months' estimated Common Element charges for each Condominium. Each Owner's share of the working capital shall (i) be collected and transferred to the Association at the time of closing of the sale of each Condominium and (ii) be maintained in a segregated account for the use and benefit of the Association.~~

~~The contribution to the working capital fund for each unsold Condominium shall be paid to the Association within sixty (60) days after the date of conveyance of the first Condominium in the Project or Phase, in the event a subsequent Phase is added to the Project. Declarant shall then reimburse itself for this payment from the funds collected at the closing of each Unit. The Unit Owner's estimated annual assessment shall be paid to the Board or as the Board may direct in equal monthly installments commencing on the first day of the month next succeeding the month in which the deposit is made and ending in the month of June. ■~~

This section is repealed. ■

□ **Section 5.04.**

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligations to pay the maintenance costs and necessary reserves, as herein provided.

Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then-existing monthly rate established for the previous period until the next monthly maintenance payment, which is due not more than ten (10) days after such new annual or adjusted estimate shall have been emailed or sent by first class mail ~~mailed or delivered~~. ■

□ **Section 5.05.**

The Board shall keep **one** full and correct **set of** books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records **pertaining to the receipts and expenses of the Common Elements,** and the vouchers authorizing the payment **therefor** shall be **stored/maintained in the Manager's office only.** Such records shall **be** available for inspection **and review only** by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner.

Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement/**copy** of his/**her own Unit** account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. **No Owner shall have the right to review, inspect, or have a copy of the financial records of any Unit other than the Owner's own Unit(s).** ■

❑ **Section 5.05 (A).**

The Board shall also have an annual audit of the Association's books financial statements prepared by an independent auditor/CPA hired for that purpose. and open to inspection by Unit Owners

A copy of each annual audit report shall be posted on the ATCA website, and a copy will be provided to any owner who is not able to review the report electronically.

At no time shall any ATCA Owner, not even sitting Board members or Board officers, be allowed to have a copy, make a copy, or transfer a copy of any of the Association's financial records, other than the financial records pertaining to an Owner's specific Unit.

Owners, including Board members and Board officers, are entitled to a copy of the financial records pertaining specifically to their own Unit, and then only the records pertaining to the time that he/she has owned the specific Unit.

When an Owner asks to review the financial records pertaining to that Owner's Unit, the requesting Owner shall be allowed to review only the records pertaining to that Unit during the year(s) that the requesting Owner has owned the Unit. The only copies of financial records that an Owner may have are copies of the records pertaining to the requesting Owner's Unit, and only for the year(s) that the requesting

Owner has owned the Unit. ■

□ **Section 5.06. [repealed, eff. 7/1/02]**

~~This Section is hereby repealed in its entirety, effective immediately upon the Secretary's certification. ■~~

□ **Section 6.01. [as amended, eff. 7/1/02]**

The use, maintenance, and operation of the Limited Common Elements and Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner. Nothing shall be placed or stored in or on the Common Elements without the prior ~~consent~~ approval of the Board, except as otherwise provided in these By Laws. Each Unit Owner shall be obligated to maintain and keep his/her own Unit in good order, and make all necessary repairs to the interior of his/her own Unit.

If an Owner violates any of the provisions of Article VI, the Owner may be assessed a “violations fine” in an amount determined to be appropriate by the Board, and the Owner shall be notified in writing by email or first class mail that the fine has been levied. ■

□ **Section 6.02. [as amended, eff. 7/1/02]**

Nothing shall be done or kept in any Unit or in the Limited Common Elements or Common Elements that is **in**consistent with its intended uses and that will increase the rate of insurance on the Building, without the prior written **consent approval** of the Board.

No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Limited Common Elements or Common Elements that will result in the cancellation of insurance on the Building, or contents thereof, or that would be in violation of any law.

No Unit Owner shall store waste or scrap material in the Limited Common Elements or Common Elements. ■

□ **Section 6.03. [as amended, eff. 7/1/02]**

The sidewalks, entrances, and exterior stairways of Units and buildings must not be obstructed or encumbered, or used for any purpose other than ingress and egress to and from the premises. ■

❑ **Section 6.04. [as amended, eff. 7/1/02]**

No commercial sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside of any Building or Unit without the prior written ~~consent~~ approval of the Board.

No commercial sign, advertisement, notice, or other lettering shall be exhibited, painted, affixed, or displayed inside of any Unit or Building, and that is visible from outside the Unit or Building, without the prior written ~~consent~~ approval of the Board.

Signs with political meanings, or supporting a political candidate or political party for any election, including an ATCA election, shall not be placed on the inside of any window or door of any ATCA Unit, or anywhere in the Limited Common Elements or Common Elements.

This prohibition does not apply to a “For Sale” sign or “For Rent” sign placed on the interior of one window per Unit. ■

□ **Section 6.05. [as amended, eff. 7/1/02]**

No awnings or other projections shall be permanently attached to the outside walls of any Building or Unit, and no blinds, awnings, canopy, or other covering, except interior shades, screens, or curtains shall be attached to or hung in, or used in connection with, any window or door of any Building or Unit, without the prior written ~~consent~~ approval of the Board. ■

□ **Section 6.06. [as amended, eff. 11/5/92]**

No personal property such as bicycles, boats, motor homes, **or** trailers, **motor bikes, or motorcycles** shall be allowed to stand in the Common Elements **or Limited Common Elements areas of the Building or grounds.**

Motorcycles and motor scooters shall be allowed to be properly parked in spaces designated for the parking of motor vehicles. ■

❑ **Section 6.07. [as amended, eff. 7/1/02]**

The Board, through its agent or Property Manager, shall retain a key to each Unit.

If an Owner does not give a Unit key to the ~~Board through its agent or~~ Manager, the Owner will be notified in writing **by email or first class mail** that by failing to comply with this provision the Owner is deemed to **(1) be in violation of the ATCA By Laws, and (2) the Owner is deemed to** have accepted the risk of damage to the interior **and exterior** of the Unit if the Manager **or anyone else** is required to enter the Unit in the case of an emergency **to protect the Owner, the Unit, the building, other Owners, or other Units.**

An emergency is deemed to exist when the risk of loss to the Unit, or to another Unit or Units, is apparent or probable.

The ~~Board, or its agent or~~ Property Manager is authorized to enter into the Unit of any Unit Owner, when the Unit Owner is absent from the Unit, in the case of an emergency.

If an Owner **or the Owner's tenant** alters any lock or installs a new lock on any exterior door, the Unit Owner shall provide the ~~Board, through its agent or~~ Property Manager with a copy of the key for the use of the ~~Board, or its agent or~~ Property Manager, pursuant to the Board's right of access to the premises. ■

□ **Section 6.08. [re-numbered, eff. 11/5/92; orig. section 6.11]**

No Unit Owner shall allow anything **whatsoever** to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance upon the grounds. ■

□ **Section 6.09. [as amended, eff. 7/1/02]**

No garbage cans, supplies, or other articles shall be placed or stored on staircase landings or under staircases, nor shall anything be hung from the windows or balconies, or placed on the window sills. Linens, cloths, clothing, curtains, rugs, and mops shall not be ~~shaken or~~ hung from any windows or doors. ■

□ **Section 6.10. [re-numbered, eff. 11/5/92; orig. section 6.13]**

No Unit Owner shall make or permit any disturbing noises in the Building by himself, his employees, agents, visitors and or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. ■

❑ **Section 6.11. [as amended, eff. 7/1/02]**

No exterior radio or television aerial, satellite dish installation, antenna, or similar equipment shall be made placed or installed in the Common Elements (particularly on a roof) ~~or Limited Common Elements~~ without the prior written consent approval of the Board.

If an aerial, antenna, satellite dish, or similar equipment is placed, erected or installed in the Common Elements ~~or Limited Common Elements~~ in violation of this provision, the Owner may be assessed a “violations fine” in an amount to be determined by the Board, and the Board may order the removal of said aerial, antenna, or satellite dish without giving prior notice to the Owner.

If the Board orders has to hire someone or a company to remove any such equipment, then the removal of ~~an aerial, antenna, or satellite dish it~~ any such equipment, will be done at the Unit Owner’s expense.

If the installation of any such equipment caused any damage to any part of the Common Elements, then the Owner at fault will be assessed a “violations fine” in an amount sufficient to reimburse the Association for the cost of all related repairs. ■

❑ **Section 6.12. [as amended, eff. 7/1/02]**

Owners shall place trash, garbage, and other waste outside their Units for collection and removal in the manner and on the days and times prescribed by the Board **and/or by the Property Manager.** ■

□ **Section 6.13. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding rules on electrical wiring, previously numbered as Section 6.16, is hereby amended and is re-numbered as Section 6.13, and provides as follows:~~

No Unit Owner shall overload the electrical wiring in any Building or Unit, or operate any machines, appliances, accessories, or equipment in such a manner as to cause either an unreasonable disturbance to others, or to create the risk of an electrical malfunction, without the prior written ~~consent~~ **approval** of the Board. ■

□ **Section 6.14. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding rules on leasing of Units, previously numbered as Section 6.13, is hereby amended and is re-numbered as Section 6.14, and provides as follows:~~

Leasing of the Unit by the Unit Owner is not prohibited. All leases shall be in writing, **and shall not be for any term of less than 180 consecutive days or six (6) consecutive months.**

The Property Manager shall be provided with a copy of all leases. ~~however, a lease for a period of less than six (6) months shall require the Unit Owner to make a prior written request to the Board, setting forth the name of the sublessee, type of instrument to be used, and all information as may be required by the Board. ■~~

□ **Section 6.15. [as re-numbered and repealed, eff. 7/1/02]**

~~This Section, regarding the Developer having access to the property, previously numbered as Section 6.14, is hereby amended and is re-numbered as Section 6.15, and provides as follows:~~

~~This Section is hereby repealed in its entirety, effective immediately upon the Secretary's certification. ■~~

□ **Section 6.16. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding Owners being responsible for their family members and others, previously numbered as Section 6.15, is hereby amended and is re-numbered as Section 6.16, and provides as follows:~~

All Owners shall be responsible to inform members of their families, tenants, full time residents, and their guests of the rules and regulations of this Association, as stated in the **Declaration, the** By Laws, ~~in~~ the Owners' Handbook, and in any other notices issued by the Board.

If a rule is violated, the property Manager shall inform the Owner of the violation **in writing by email or first class mail.** ~~in a manner determined by the Board.~~ The Owner will be given an adequate amount of time to correct or remove the violation, or the Owner may file for an appeal to be heard by the Board ~~or a designated Standing Committee.~~

If the violation continues, the Owner may be assessed a "violations fine" in an amount determined to be appropriate by the Board, and the Owner shall be notified in writing **by email or first class mail** that the fine has been levied, **and that the Owner is no longer an Owner in "good standing"**.

If it becomes necessary for the Board to seek legal remedies to stop the violation, the Owner shall pay the Board's costs and attorney's fees, plus any

available statutory penalties. ■

□ **Section 6.17. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding fines and penalties for late payment of Association dues, fees, and assessments, previously numbered as Section 6.16, is hereby amended and is re-numbered as Section 6.17, and provides as follows:~~

All Association dues, fees, fines (if any), and assessments are due and payable on the first day of the month, even when the first day of the month is on a weekend or a holiday, and are “delinquent” if they are not received by the Manager or the Manager’s agent on or before the 15th day of that month, even when the 15th day of that month is on a weekend or a holiday.

If an Owner is “delinquent”, the “delinquent (late) fee” is automatically assessed against the Owner’s account. The Owner shall be notified in writing **by email or first class mail** that the payment is “delinquent”, and that a “late fee” has been assessed.

The amount of the “late fee” will be the amount set by the Board for the current fiscal year, and will be stated in the notice. The written notice will be **sent to the Owner by email or first class mail.** ~~placed on the Owner’s door and mailed to the Owner by ordinary first class mail.~~

If an Owner fails to pay all of his/her then-owed dues, fees, assessments, fines (if any) and “late fees” before the first day of the next month, the Owner is “in

default”. The Owner shall be notified in writing **by email or first class mail** that the Owner is “One Month in default”, and the notice will include the total amount that is owed (including “late fees”).

In the “One Month in default” letter, the Owner also shall be notified that if he/she is “in default” for two (2) consecutive months, water service to the Unit will be disconnected, and a lien in the amount of all the outstanding dues and fees will be placed on the Owner’s Unit. The written notice will be **sent to the Owner by email or first class mail.** ~~placed on the Owner’s door and mailed to the Owner by ordinary first class mail.~~

If an Owner fails to pay all of his/her then-owed dues, fees, assessments, fines (if any), and “late fees” before the first day of the second consecutive month, the Owner is “Two Months in default”. The Owner shall be notified in writing that the Owner is “Two Months in default”, and the notice will include the total amount that is owed (including “late fees”). The written notice will be **sent to the Owner by email, first class mail, and certified mail, return receipt requested.** ~~placed on the Owner’s door, and mailed to the Owner by ordinary first class mail. The letter also will be sent by certified mail, return receipt requested.~~

In the same “Two Months in default” letter, the Owner shall be notified that if all outstanding dues, fees, assessments, fines, and “late fees” are not paid in full ~~in~~

~~cash, or by certified check or money order,~~ to the property Manager within ten (10) calendar days of the Owner's receipt by certified mail of the "Two Months in default" letter, the Board will:

- A. Refuse to allow the Owner use of services the Association provides such as, but not limited to, water service to the Unit ~~and use of Common Elements.~~
- B. Proceed with placing a lien on the Owner's Unit in the amount of the unpaid balance on the Owner's account.
- C. Require the Owner to pay in full, in addition to all past due fees, assessments, and fines, all delinquent fees, attorney's fees, penalties, and costs incurred by the Board, including those incurred for the placing of a lien on the Owner's Unit, and all costs incurred for the interruption and reconnecting of services. All such fees, assessments, fines, delinquent fees, attorney's fees, penalties, and costs must be paid in full, before such services are restored to the Unit.

If the Owner refuses to accept or fails to retrieve the certified letter within the first deadline set by the U.S. Post Office, the letter will be deemed to have been received on the first day following the expiration of the first deadline set by the U.S. Post Office for claiming the certified letter.

At all times, the Board reserves the right to seek and obtain all available remedies through its legal counsel. If it becomes necessary for the Board to seek legal remedies in order to collect past due fees, assessments, or fines, the Owner shall pay, in addition to all past due fees, assessments, and fines, the Board's costs, attorney's

fees, and all available statutory penalties.

The remedies provided under this Section shall also apply to special assessments and any other assessments, fines, or payments approved by the Board.

■

□ **Section 6.17 (A). [enacted, eff. 7/1/02]**

At its first meeting of each fiscal year, the Board will determine the amount to be assessed for any “delinquency” fines (i.e. “late fees”) that are issued during the current fiscal year. ~~The “delinquency” fine shall be not less than \$20.00 per occurrence.~~ ■

□ **Section 6.17 (B). [enacted, eff. 7/1/02]**

When an Owner makes a payment on an account that is “delinquent” or “in default”, the first dollars of the payment are assessed against the earliest (i.e. “oldest”) amount that is outstanding (“past due”).

If a “late fee” is owed and is not included with the next payment, the first dollars of the next payment will be applied to the outstanding “late fee”, with the remainder of the payment being applied to the current amount that is due. This may result in the payment being “deficient”.

If the application of this provision results in a payment being “deficient”, the Manager will notify the Owner in writing that the payment is “deficient”, and the amount of the deficiency. The written notice will be ~~placed on the Owner’s door~~ sent to the Owner by email or first class mail, ~~and mailed to the Owner by ordinary first class mail.~~ ■

[This example is not be a part of the By Laws. It is only offered here to explain the operation of new Section 6.17 (B).]

Example:

The Board sets the “late fee” for the current fiscal year at \$30.00 per occurrence.

An Owner fails to pay his/her monthly dues before the 15th day of January. A “late fee” of \$30.00 is assessed. Then, when the Owner pays his/her regular monthly dues on the first of February, if the \$30.00 “late fee” is not included in the payment, the first \$30.00 of the payment is applied to the outstanding balance carried over from the January “late fee”, and the Owner’s February dues payment is then deficient by \$30.00.

If the \$30.00 deficiency is not paid before the 15th day of February, it is “delinquent” and a \$30.00 “late fee” is assessed.

□ **Section 6.18. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding pets and animals, previously numbered as Section 6.17, is hereby amended to be re-numbered as Section 6.18, and provides as follows:~~

All Owners, members of their families, tenants, full time residents, and their guests shall be responsible for their pets and any animals they “own”.

For all purposes in these By Laws regarding pets and animals, an “owner” is defined as any person owning, keeping, harboring, or feeding any animal, whether inside or outside his/her Unit.

An “owner” is also defined as any person having in his/her care or feeding any animal on, in, or near his/her Unit, whether inside or outside, and on, in, or near the Limited Common Elements adjacent to his/her Unit, and on, in, or near any part of the Common Elements.

An Owner is deemed to “own” a pet or animal when the Owner cares for, feeds, or harbors the pet or animal outside the Owner’s Unit or Building, regardless of whether the care, feeding, or harboring occurs in the Common Elements or Limited Common Elements. ■

□ **Section 6.18 (A). [as re-numbered and amended, eff. 7/1/02]**

Owners, their family members, tenants, full time residents, and guests shall follow these rules regarding all pets and animals they own:

1. Pets and any other animals owned by Owners shall not be allowed in the Common Elements unless the pet or animal is on a leash **that is being** held in hand.
2. Owners shall be required to remove the droppings/excrement of their pets and animals from all Limited Common Elements and Common Element areas.
3. Pets and animals shall not be housed, penned, or tethered in Limited Common Elements or Common Element areas for any period of time.
4. Owners shall not feed any pet or animal outside any Unit or Building.
5. Owners shall not allow any pet or animal they own to repetitively disturb the residents by barking, crying, whining, yelping, howling, or making any other kind of sounds. ■

□ **Section 6.18 (B). [as re-numbered and amended, eff. 7/1/02]**

Any Owner violating any part of this Section shall first be notified in writing of the violation **by email or first class mail**, and reminded of this provision. If the violation continues, the Owner may be assessed a “violations fine” in an amount determined by the Board, and the Owner shall be notified in writing **by email or first class mail** that the fine has been levied.

Continuing violations of these rules also may result in the Board or property Manager taking action to have the pet or animal removed from the premises, without giving prior notice to the Owner. ■

□ **Section 6.19. [as re-numbered and amended, eff. 7/1/02]**

~~This Section, regarding pest control services, previously numbered as Section 6.18, is hereby amended to be re-numbered as Section 6.19, and provides as follows:~~

Owners are ~~required~~ **encouraged** to have ~~a licensed~~ pest control ~~contractor~~ ~~service their Unit~~ **services in their Unit** on a regular basis to control and prevent insect, roach, ant, mice, and rat infestations. **This provision does not apply to termite protection or termite baiting stations.**

~~If an Owner does not use the services of the pest control contractor provided by the Association, and which is paid for through the Unit Owner's monthly dues, the Owner must furnish the Manager annually with contractual evidence that the Owner has such service through and with a licensed pest control contractor.~~

If an Owner does not comply with this provision, **and the Owner's failure to comply results in damages to the Unit, any other Unit, the Limited Common Elements, or the Common Elements, then the Owner can be held financially responsible for the cost of repairing any such damages.** ~~may be assessed a "violations fine" in an amount determined by the Board, and the Owner shall be notified in writing that the fine has been levied. ■~~

□ **Section 6.20. [as re-numbered and repealed, eff. 7/1/02]**

~~This Section, regarding Owners renting their Units, previously numbered as Section 6.19, is hereby amended to be re-numbered as Section 6.20, and repealed as follows:~~

~~This Section is hereby repealed in its entirety, effective immediately upon the Secretary's certification. ■~~

❑ **Section 6.21. [enacted, eff. 7/1/02]**

Owners, and their family members, tenants, full time residents, and guests shall follow the Association's rules governing **the driving and the** parking of vehicles on the property:

1. All vehicles belonging to Owners, tenants, and any full time residents shall have an "Audubon Trace" window decal placed in a location on the vehicle as specified by the Board of Directors. Decals can be obtained from the Manager, **if the Board or the Property Manager have distributed such decals to Unit Owners.**
2. Vehicles are never to be parked in "No Parking" areas, or "Fire Zones".
3. Only vehicles with a properly displayed "Handicapped" sign, sticker, decal, or license plate are allowed to park in designated "Handicapped" parking areas.
4. Vehicles are not to be stored on the property, except in a garage. **This applies to vehicles that are driveable and un-driveable.**
5. Disabled vehicles are not to be stored on the property, except in a garage.
6. Motor homes, boats, **trailers,** and campers are not to be parked or stored on the property.
7. Each vehicle is allowed to occupy only one parking spot.
8. Vehicles are not to be parked on the lawn, grass, or neutral grounds of the **property** **Common Elements.**

9. Vehicles are not to be parked next to the curbing adjacent to the North or South pools.
10. Drivers are reminded that Audubon Trace does not have sidewalks, and Owners and residents frequently walk in the streets of the property. Drivers are encouraged to use due caution when driving on Audubon Trace streets, and when passing pedestrians, particularly those with small children and/or pets.
11. Drivers are reminded to use caution and yield to oncoming traffic when leaving a “side street” (cul-de-sac) and entering one of the main streets.
12. Drivers are required to follow all posted speed limit signs that are placed throughout the property.
13. Drivers are required to obey all “stop signs” that are placed throughout the property. ■

□ **Section 6.21 (A). [enacted, eff. 7/1/02]**

Any Owner violating any part of this Section shall first be notified in writing **by email or first class mail** of the violation and reminded of this provision. If the violation continues, the Owner may be assessed a “violations fine” in an amount determined by the Board, and the Owner shall be notified in writing **by email or first class mail** that the fine has been levied.

Continuing violations of ~~these rules also~~ **the rules pertaining to a stored vehicle or the types of vehicles listed in Section 6.21 (6)** may result in the vehicle being towed from the property at the Owner’s expense. ■

□ **Section 6.22 (A). [enacted, eff. 7/1/02]**

Any Owner who violates the Louisiana Condominium Act requirement to provide a “certificate of resale” to the purchaser of his/her Unit before the execution of any contract to purchase the Unit, shall first be notified in writing **by email or first class mail** of the violation and told to comply with the Act within ten (10) days, or such additional time as the Board deems is appropriate under the circumstances.

If the Owner does not comply within the deadline set by the Board, the Owner may be assessed a “violations fine” in an amount determined by the Board, and the Owner shall be notified in writing **by email or first class mail** that the fine has been levied and the amount of the fine.

If the Owner does not timely and adequately respond, the Board reserves the right to take such action as it deems necessary to require the Owner to comply, including, but not limited to, all such relief to which the Board has a right, pursuant to the laws of the State of Louisiana, and all local ordinances, including the placing of a lien on the Owner’s Unit. ■

□ **Section 6.23. [enacted, eff. 7/1/02]**

Any Owner violating any part of the Articles, **Declaration**, By Laws, this Section, or any Rule of the Association shall first be notified in writing **by email or first class mail** of the violation and given thirty (30) days in which to correct or eliminate the violation, or such greater or lesser time as the Board deems is appropriate under the circumstances.

If the violation continues, the Owner may be assessed a “violations fine” in an amount determined by the Board, and the Owner shall be notified in writing **by email or first class mail** that the fine has been levied and the amount of the fine.

If the Owner does not timely and adequately respond to the Board’s request to correct or eliminate the violation, the Board reserves the right to take such action as it deems necessary to require the Owner to comply, including, but not limited to, all such relief to which the Board has a right, pursuant to the laws of the State of Louisiana, and all local ordinances. ■

□ **Section 6.23 (A). [enacted, eff. 7/1/02]**

At its first meeting of each fiscal year, the Board will determine the amounts to be assessed as the “violations fines” during the current fiscal year. ~~The fines shall be not less than \$20.00 per occurrence.~~

At its first meeting of each fiscal year, the Board will determine the amount to be assessed as the "Failure to Report" fine during the current fiscal year. ~~This fine shall be not less than \$50.00 per occurrence.~~

Any ~~Member~~ **Owner** in violation of ~~this Section~~ **any provision of the Declaration, By Laws, or any other Association rules** shall be notified of ~~this provision~~ **the violation in writing by email or first class mail**, and given thirty (30) days to comply. If there is no response, the Association reserves the right to take such action as it deems necessary to require the ~~members~~ **Owner** to comply. ■

□ **Section 7.01.**

These By Laws may be amended or modified from time to time by action of the Board with the approval of the voting members having at least two-thirds (2/3) of the total votes **by percentage of Unit ownership.** ~~, or such greater share of the total votes where these By Laws specify, provided, however, that no provision in these By Laws may be amended or modified so as to conflict with the provisions of the Act.~~

Such amendments receiving the requisite percentage of the votes cast by the voting members shall be identified in the Minutes of the Board of Directors by a notarized Resolution of the Board, and shall be recorded in the Office of the Register of Mortgage and Conveyance of the Parish of Jefferson. ■

□ **Section 7.02. [as amended, eff. 7/1/02; to be re-numbered as Section 8.03]**

In the event there is any dispute ~~among the~~ **between two or more** Unit Owners, or ~~among the~~ **between two or more current** members of the Board that is not reconciled by a vote pursuant to the Association's By Laws, such dispute shall be submitted to arbitration under the Louisiana Binding Arbitration Law (LA. REV. STAT. 9:4201, *et seq.*).

The costs of the arbitration will be assessed against the **participating** parties. ~~at the discretion of the arbitrator.~~

A dispute between one or more Unit Owners and the Association/Board, or between one or more Unit Owners and one or more current Board members, may be submitted to arbitration, if all parties to the dispute agree. If there is no such agreement of all the parties, then the dispute can be resolved using any method, procedure, forum, or venue that is legally available to the parties. ■