

BY-LAWS
OF
GREENLEAVES MASTER ASSOCIATION

GREENLEAVES MASTER ASSOCIATION, (hereinafter referred to as the "Association"), a non-profit Louisiana corporation formed under the laws of the State of Louisiana, being the governing body of Greenleaves subdivision, (the "Subdivision") pursuant to certain Master Deed Restrictions and covenants recorded in COB 1143, folio 770 of the official records of St. Tammany Parish, Louisiana, as amended and as the same may from time to time be amended (hereinafter referred to as the "Master Deed Restrictions"), does hereby adopt the following By-Laws which shall govern the administration of said Association.

All present or future owners, tenants or occupants of property within the Subdivision and their respective employees, or any other person who might use the facilities of this Subdivision in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition, rental or occupancy of any of the property within the Subdivision will signify and constitute a ratification and acceptance of these By-Laws by any such owner, occupant, tenant, employee or other person.

As used herein the following terms shall apply:

"Parcel"	a parcel of land within Greenleaves Subdivision which has been subdivided in accordance with the rules and regulations of the Greenleaves Architectural Control Committee and the planning commission and governing authority of St. Tammany Parish.
"Parcel Representative"	the owner of a Parcel purchased directly from Greenleaves Development Corporation, or a non-profit corporation organized and existing pursuant to deed restrictions imposed by such an owner prior to selling any lots or units within such Parcel.
"Member"	a Parcel Representative; Greenleaves Development Corporation.

ARTICLE I
OFFICE

1. The principal office of the Association shall be located at 298 Oakwood Drive, Mandeville, Louisiana, St. Tammany 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 such other place, within or without the State of Louisiana as may be designated by the Board of Directors.

2. Subject to the provisions of Section 10 of this Article, an annual meeting of the members commencing with the year 1986 shall be held on the 1st day of March in each year, or if said day be a legal holiday, then on the first Friday following, 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.

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 on-third (1/3) of the total voting power.

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 either 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 or by Electronic Mail (E-mail) transmission to members E-mail address. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting or by an E-mail read receipt notice.

5. Forty (40%) percent of the voting rights present or represented by written proxy at a regular or special meeting of the members shall constitute a quorum. 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 express provision of the Articles of Incorporation, or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

6. In any meeting of members each Parcel Representative shall be entitled to cast one vote for each acre of land within the Parcel he/she represents. Votes may be cast in person by the Parcel Representative or his/her duly authorized attorney-in-fact/proxy or by proxy executed in

writing by the Parcel Representative or his/her duly authorized attorney-in-fact/proxy and delivered

to the Secretary by E-mail or fax before the appointed time of the meeting. Proxies shall be valid only for the particular meeting designated except that an attorney-in-fact/proxy shall remain eligible to vote so long as he/she remains duly authorized by the Parcel Representative.

7. Approval or disapproval of the Parcel Representative upon any matter, provided for by law, or by the provisions of the Articles of Incorporation, Master Deed Restrictions 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 Parcel 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 member's meetings, and, as far as practical at all other members' meeting, 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 directors (as necessary);
- (8) Unfinished business;
- (9) New business; and

(10) Adjournment.

10. Whenever, by any provision of law, the Mater Deed Restrictions, the Articles of Incorporation, or these By-Laws, the affirmative vote of members is required to authorize or constitute action by the Association, the consent in writing to such action, signed by all of the Parcel Representatives 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 Association.

ARTICLE III

DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) persons, or such greater number as determined from time to time by the members.

Directors need not be members.

2. 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 directorship 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.

In order to promote continuity of management, directors shall be elected for staggered two (2) year terms. For the 1997 election only, three directors will be elected to 2-year terms and two directors will be elected for 1-year terms. In 1998 the two (2) directors with expiring 1-year terms will be replaced with two directors elected for 2-year terms. Thereafter, three directors will be elected in one year and two directors in the next year all for 2-year terms.

(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 directors may be removed for cause by concurrence of two-thirds (2/3) 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.

3. Director's 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 telegraph 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 telegraph, 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 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 a quorum.

(f) The presiding officer of directors' meetings shall be the President if such an officer has been elected, and if none, then the directors present shall designate one of their number 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.

4. All of the powers and duties of the Association existing under law and in accordance with the Articles of Incorporation, these By-laws, and the Master Deed Restrictions shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject, however, to the provisions of the Master Deed Restrictions and to the approval by parcel representatives 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 any 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 three (3) Vice-Presidents, all of whom shall be directors, a Secretary and a Treasurer, who need not be directors. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. 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 Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Vice-president/Marketing shall be responsible for all activities of the Association designed to enhance and maintain property values within Greenleaves subdivision. To this end he/she shall prepare and recommend to the board an annual budget for, and oversee all advertising and promotional programs, assist in establishing systems for expediting financing and closing of acts of sale, maintain communications with real estate brokers and agents and do all other things necessary which he/she in his/her discretion deems necessary and proper to accomplish the foregoing.

5. The vice-President/Community Services shall be responsible for assuring that the appearance of Greenleaves Subdivision and the services, for which the Association is responsible for providing, are maintained at a level consistent with the quality of life sought to be established and preserved in the community. To this end he/she shall negotiate and recommend

to the board all maintenance contracts for the maintenance to the streets, greenbelts and other property of the Association, recommend additions and improvements thereto, prepare and recommend to the Board an annual budget for the foregoing, and do all other things necessary which he/she in his/her discretion deems necessary and proper to accomplish the foregoing.

6. The Secretary 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 an Association and as may be required by the directors or the President.

7. The Treasurer 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 good accounting practice; and he shall perform all other duties incident to the office of Treasurer.

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

ARTICLE V

ASSESSMENTS AND FISCAL MANAGEMENT

1. On or before January 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 common expenses which will be required during the ensuing calendar year together with reasonable amounts considered by the Board to be necessary for the reserves hereinafter established. On or before January 15 of each year, the Board shall give each Parcel Representative 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 Parcel, which assessments shall be fixed in accordance with the provisions of the Master Deed Restrictions. If the Budget or proposed assessments are amended, a copy of the amended budget or statement of assessment shall be furnished each Parcel Representative concerned. The Association membership shall approve this Budget at the next annual meeting by a two-thirds (2/3) 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 Parcel Representatives an Annual Budget or statement of assessments shall not constitute a waiver or release in any manner of any Parcel's obligation to pay assessments against it, whenever the same shall be determined and in the absence of an Annual Budget or statement of assessments, each Parcel shall continue to pay the existing periodic 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 1 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 March 30 of the next calendar year. Assessments shall be levied during this period as provided

in Section 1 of this Article and in the Master Deed Restrictions.

5. The Annual Budget shall include allocation 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 common Expenses:

(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 Common Expenses for the maintenance and management and operation of the Association's property and rendering of services including reasonable amounts for contingencies related to such expenses as provided in the Master Deed Restrictions or by direction of the members.

(b) Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for Obsolescence and Replacements, which shall include funds for repairs or replacements to the Association property required because of uninsured causality damage, depreciation or obsolescence.

(d) Reserve for Alterations and Improvements, which shall include funds for such alterations or improvements to the association property which may have been authorized in accordance with the Master Deed Restrictions and for additional movable property needed in the management and operation of the Association property.

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

(f) Reserve for Taxes, which shall include funds to pay any taxes, including property taxes, levied against the Association, but not any taxes or assessments levied against an individual's property not owned or leased by the Association.

(g) 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 consistent with its duties and purpose.

6. Emergency expenditures not originally included in the Annual Budget which may

become necessary shall be first charged against any appropriate reserves available, and if not adequate, the Board of Directors may levy an additional assessment against the Parcels. Such assessments shall be made only upon written notice to and approval of the Parcel

Representatives 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 Parcels shall be made, apportioned and collected in the manner set forth in those provisions of the Master Deed Restrictions 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 Parcel Representatives with a copy of an audit or itemized accounting of the common 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 Parcels and shall be credited to each Parcel's next 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 Parcel'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 Treasurer shall keep full and correct books of account, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any Parcel Representative, or any representative thereof duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Parcel Representative or his representative. The Treasurer shall also maintain a separate account for each Parcel and/or Property Owner within said parcel which shall be kept current at all times and which shall show: (i) the name and address of the Parcel Representative and/or Property Owner within said Parcel, (ii) the amount and due date of all assessments pertaining to the Parcel and/or Property Owner within said Parcel, (iii) all amounts paid on account, and (iv) any balance due. Upon written

request of a Parcel Representative, the Treasurer shall promptly furnish a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such Parcel and/or Property Owner within said Parcel.

9. All installments on assessments shall be payable to the order of GREENLEAVES MASTER ASSOCIATION, 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 or any assessment for Common Expenses not paid within fifteen (15) days after the date when due shall be delinquent as of the sixteenth day after the date due. Not later than fifteen (15) days after any such assessment becomes delinquent, the Treasurer or Secretary may serve upon the Parcel Representative and/or Property Owner within said Parcel liable for any such delinquent installment a sworn detailed statement of the Association's Claim for any or all delinquent installments plus a late charge of one and one half (1 & ½%) percent per month beginning thirty (30) days after due date on assessments for Common Expenses. Such statement shall be executed by the President, Treasurer or Secretary 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 Parcel Representative and/or Property Owner within said Parcel. In the event that payment is not forthcoming, the Secretary or Treasurer may, within thirty (30) days after the date on which the installment becomes delinquent, take necessary measures to file in the record of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of St. Tammany a claim of lien on behalf of the Association against the Parcel and/or Property Owner within said Parcel liable for such assessment including said late charges of one and one half (1 & ½%) percent per month. 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 Parcel and/or lot and any other information necessary for proper identification of the subject property, (ii) the name of the record Parcel Owner, or Parcel Association and/or Property Owner within said Parcel, (iii) the amount of all delinquent installments or payments or assessments for Common Expense, 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 plus reasonable attorney's fees in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any such suit must be filed before the expiration of five (5) years after the date of record of the inscription of the lien with the Clerk of Court of St. Tammany Parish.

In addition to or in the alternative to the filing of a lien for the delinquent dues, the Board of Directors may cause a suit to be filed for the collection of said delinquent dues plus interest and costs with the Fourth Ward Justice of the Peace. This is to be the recommended choice of dues collection for all cases which fit the jurisdictional limits of the Justice of the Peace Court. The claim for dues is to be prepared by the Greenleaves Master Association office staff and filed and attended by the said staff. Upon receipt of a Judgment in favor of the Greenleaves Master Association rendered by the Justice of the Peace, the Judgment is to be recorded in the Mortgage Records of the St. Tammany Parish Clerk of Court's Office.

All liens for assessments against Parcels and/or Property Owners within said Parcel shall be subordinate in rank to any mortgage or lien on any Parcel property filed for record prior to the lien for such assessment.

10. 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 resolution of the Board of Directors. All funds collected by the Association for Assessments may be commingled in a single fund but they shall be held for the Parcels in the respective shares in which they are paid and receipted to accounts from which shall be paid the expenses for which the respective assessments were made.

11. Fidelity bonds shall be required by the Board of Directors from all officers, employees of the Association, or other persons or contractors handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Board of Directors, but shall be at least the amount of the total annual assessments against Parcels for common

Expenses. The premiums on such bonds shall be paid by the association and be a part of the Common Expenses.

ARTICLE VI

RULES AND REGULATIONS

1. The Board of Directors may in its discretion, and shall at the direction of member 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 Associations' property, including maintenance, conservation and beautification of the Associations property and for the health, comfort, safety and general welfare of the owners and occupants of the Greenleaves Subdivision.

2. Written notice of the adoption or amendment of such rules and regulation and a copy thereof shall be furnished to each Parcel Representative prior to their effective date and a copy of the current rules and regulations applicable to the Subdivision shall be maintained at all times in the records of the Association.

ARTICLE VII

ARBITRATION

1. Any question or issue in controversy (the "controversy") other than the payment due of any assessment required to be paid to the Association, arising between two or more Parcels or between one or more Parcels and the Association or its Board of Directors, Greenleaves Development Corporation, or the employees and agents thereof, concerning the administration and management of Greenleaves subdivision shall, at the written request of any party to such controversy delivered to the other party thereto, be submitted to arbitration.

2. Said arbitration proceedings shall be in accordance with the rules and regulation of the American Arbitration Association, Dallas, Texas.

3. The award of the arbitrators shall be in writing and certified to be correct by each arbitrator before a Notary Public. A copy thereof shall be delivered to each party to the controversy and to the Secretary for filing in the records of the Association. The decision of the arbitrators shall be final, and the parties to the controversy shall be bound thereby. All expenses attendant to the arbitration, including the fee of the arbitrators, shall be borne by the parties to the controversy, as may be determined by the arbitrators whose decision, except with respect to their fees shall also be final.

ARTICLE VIII

NOTICES

1. Any notice required by the Master Deed Restrictions or by law to be given in writing by any Parcel Representative to another Parcel Representative or the Association or its Board of Directors or by the Association or its Board of Directors to any Parcel Representative, Association member or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified, 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 Parcel Representative, 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 IX
AMENDMENTS

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

1. Notice of the subject matter of a proposed amendment 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 Parcel Representatives. Representatives not present at the meeting considering the amendment may express their approval in writing thereafter. Until the first election of directors by the Parcel Representative at an annual meeting, By-Laws may be approved by the unanimous vote of the directors.

3. An amendment may be proposed by either the Board of Directors or by any Parcel Representative.

4. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Master Deed Restrictions and the requirements of law.

ARTICLE X

PARLIAMENTARY RULES

All meetings shall be held and conducted in accordance with Roberts Rules of Order.

The foregoing were adopted as the By-Laws of the GREENLEAVES MASTER ASSOCIATION, a non-profit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this 21st day of January, 1985.

Signature on File
President

Attest:

Signature on File
Secretary

