

**AMENDED AND RESTATED BYLAWS OF THE  
UPPER HURSTVILLE RESIDENT’S ASSOCIATION**

**Revised and Effective November, 2012**

**Section I**

A. Purpose and Boundaries:

The Upper Hurstville Resident’s Association (“UHRA”) is a nonprofit, nonpartisan, volunteer managed corporate organization structured for the following non-profit, charitable, civic and community purposes:

1. **To promote the neighborhood’s safe, quiet, family friendly ambiance;**
2. **To facilitate good relations between commercial interests and residents** through communication and mutual understanding of land use and zoning possibilities; to encourage and support locally owned business which are consistent with the neighborhood character and which provide basic services to the neighborhood;
3. **To promote historic preservation and improve the esthetic maintenance of neighborhood;** to pursue beautification and improvements to the public green spaces; to protect the basic character and building scale of the neighborhood against increased density and traffic;
4. **To promote neighborliness** and support civic activities that advance the friendly association among neighborhood residents;
5. **To be an instrument of political liaison** and to represent the views and interest of its members to elected officials, city services, police, the Upper Hurstville Security District and any other private or public entities and authorities, commercial and business entities,

and with other neighborhood associations and community organizations;

**6. To appoint or cause to be appointed, or submit nominees for appointment** to the Upper Hurstville Security District, as provided by the applicable laws governing such Security Districts.

B. UHRA boundaries are the same as the boundaries of the Upper Hurstville Security District: Magazine Street, Nashville Ave., Audubon Park and Prytania Street. The location and mailing address of UHRA is: 5500 Prytania Street, #106, New Orleans, Louisiana, 70115. The agent of UHRA is the current President.

C. The UHRA does business and is organized as Upper Hurstville Resident's Association, Inc. as a non-profit corporation without capital stock and registered with the Louisiana Secretary of State. UHRA shall not carry on any activities not permitted by the law or the provision of the Internal Revenue excepting it from income taxes.

D. UHRA is operated and maintained by the membership, through the UHRA Board, using funds donated or raised by the membership or other organizations. Under no circumstances shall the assets of UHRA inure to the benefit of or be distributed to the membership of the Board or private persons except that the UHRA Board shall be authorized to pay reasonable compensation for services rendered for UHRA purposes.

E. UHRA shall not endorse candidates for public office. It may take public positions on issues bearing on the interests of the UHRA community. All actions appropriate to sustain an approved neighborhood association position must be authorized by the Board of Directors before the President or representatives of the President may so act.

F. UHRA shall not discriminate on the basis of race, religion, color, sex, age, or national origin.

## **SECTION II**

### **Membership**

A. Individuals shall be limited to one category of membership. There shall be two categories of Membership: Resident and Non-Resident memberships

#### **1. Resident Membership:**

All Members must be eighteen years of age or more and reside within the boundaries set forth in Section I(B). Any owner of a real property parcel intended for residential use, and any legal household resident, may be a regular Member. Each resident household containing more than one adult resident is limited to a maximum of two votes per household. A household or property may be defined as a parcel as it is designated by the Upper Hurstville Security District.

#### **2. Non-Resident Membership:**

Any individual, eighteen years of age or more, who does not reside within UHRA boundaries, including the designated representative of a business or commercial establishment located within the boundaries set forth in Section I(B), may hold a Non-Resident membership. Non-Resident Members shall have one vote and may not also hold a Resident membership unless such individual meets the definition of Resident Member at a different municipal address than that of the Non-Resident within the UHRA boundaries.

B. All membership privileges are subject to Board approval. Any Member may be terminated from UHRA as determined by the Board of Directors. Reasonable notice will be provided to the affected Member of any Board or meeting agenda including a proposed vote to terminate a Member. The affected Member or any other Member may

formally oppose the termination in writing to the president, at least 24 hours before a termination vote and such opposition will be provided to the Board or the membership.

Any such termination shall require a two-thirds (2/3) vote of the Board of Directors.

C. A voting member may vote in person or by written proxy to any other Member. Proxies must be in writing and state the specific nature of the proxy.

D. No membership shall be inheritable or transferable. In no case will any individual have more than one vote, except an individual may also vote any proxy which he/she validly holds.

E. The minutes of meetings, reports, audits and financial reports and by-laws shall be available for inspection on the UHRA website. All meetings of the Board shall be open to all Members, provided that any Member desiring to attend such meeting shall notify the President 48 hours in advance of the meeting. Attendance is of right as a Member; however, participation in a Board meeting shall be at the discretion of the President.

F. The membership list or membership contact information shall not be released to anyone other than the Officers, Board of Directors and Committee Chairs without approval of the Board of Directors. Membership contact information will be used exclusively for UHRA purposes, or for the purposes of the associated Upper Hurstville Security District only, unless specially authorized otherwise by the Board.

**G. Meetings of the General Membership:**

G.1. An agenda for the Annual General Membership Meeting and any special meetings of UHRA shall be available at the meeting. Any Member wishing to place an item on the agenda must submit that item for inclusion in writing to the President at least three (3) days prior to the meeting.

G.2. All business, except as otherwise provided in these By-laws, shall be conducted by simple majority vote of all Members present at such meeting who are entitled to vote. "Members present" includes those members present by virtue of a valid proxy.

G.3. A Member shall be entitled to vote provided he/she has paid the UHRA annual dues (as determined by the Board of Directors), either individually or as a household, except in the case of a household containing more than one resident (in which two persons are Members), in which case the Members are only obligated to pay dues for one Member (although they are entitled to two votes).

G.4. Votes may be taken during any meeting, or following the meeting by electronic means, as may be determined by the Board at its discretion.

H. As the UHRA Board is charged with the management of all its affairs, it shall act in the best interest of the UHRA members. The ultimate determination of any matter shall reside in the membership. As such, the membership shall have the power to ratify or reject any actions of the Board of Directors. Ratification of actions and resolutions of the Board by the membership is presumed unless expressly rejected. The membership shall have the power to reject any actions or resolutions adopted by the Board only by a two-thirds ( $\frac{2}{3}$ ) vote of the membership entitled to vote, within 30 days of such action being taken by the Board.

I. Unless otherwise noted, posting of information on the UHRA website shall constitute notice.

J. Unless otherwise noted, all votes shall pass with a simple majority.

### **SECTION III**

#### **Board of Directors**

A. The Board of Directors of the Association shall consist of twelve (12) directors elected by the General Membership, or as otherwise fixed by the Board.

B. A slate of candidates for the Board of Directors shall be nominated by the Nominating Committee and notice provided to the membership at least ten (10) days prior to the Annual Meeting. Additional nominations may be received from the general Members, provided a candidate has the written support of at least 20 Members, and such nomination must be given to the President at least three (3) days prior to the Annual Meeting.

C. Each voting Member may cast one vote for each position on the Board. The election of a Board member shall be determined by a plurality of the votes cast. The Secretary shall be entitled to determine the membership of the Members casting votes in any reasonable manner, and shall count votes and report the outcome of all elections and votes.

D. Board Members shall be elected at the Annual Meeting for a term of office of two years.

E. The business and affairs of UHRA shall be managed by the Board of Directors, which shall at all times act in the best interest of the UHRA, and shall exercise all powers of the UHRA and do all such lawful acts and things that are not by law or by the articles of incorporation or by the by-laws prohibited or required to be done by the General Membership.

F. The Board of Directors shall be responsible to assure that UHRA newsletter shall be provided and disseminates at least annually. In addition, the Board shall also assure that the membership is consistently provided with a functioning UHRA website designed to inform the membership, to communicate notices of membership, and to recruit new members.

G. The Board of Directors shall have the sole power to authorize necessary expenditures. The President and the Treasurer have the authority to reimburse or disburse funds under \$500.00 without prior Board approval, subject to obtaining Board approval at the next regular Board meeting. The Board must approve reimbursement or disbursement of any amount over \$500.00 in advance of the expenditure. All expenditures of funds of any amount and such actions taken by the Board to approve same shall be set forth in the minutes of the Board and a summary of such actions shall be reported to the General Membership at its next regular meeting.

H. Directors must attend all regular Board meetings. Three consecutive unexcused absences from regular Board meetings may result in loss of office and constitute a vacancy on the Board.

I. Vacancies on the Board of Directors may be temporarily filled by a majority vote of the Board for the remainder of the one-year term. The filling of an un-expired term created by a vacancy shall not contribute to the consecutive term limit of a director or officer.

J. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business. A Board member may attend a meeting by means of a conference telephone, computer facilitated conference or other similar communication device if all persons participating in such meeting can hear and communicate with each other.

Business of the Board of Directors may be conducted by e-mail, computer facilitated conference, telephone, fax or any other reasonable method.

K. The Board will meet at least quarterly at a time and place published in advance on the website or otherwise reasonably communicated to the membership and the Board. Changes in time or place of the regular Board meeting must be announced via e-mail to the general membership as soon as possible.

L. Board members who are running for public office must resign from the Board immediately upon officially qualifying to be a candidate for said office. Board members may not hold elective office of any kind.

#### **SECTION IV**

##### **Officers**

A. UHRA shall have the following officers:

1. **President.** The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the membership and of the Board of Directors; shall see that all resolutions of the Board of Directors are put into effect; shall represent the UHRA to the public; shall appoint standing and special committees and designate the chair of those committees, except the nominating committee; shall be empowered to sign documents on behalf of UHRA, and shall be an *ex-officio* member of all committees. The President, or his/her appointee, shall, through e-mail or otherwise reasonable notice, be responsible for notifying the membership of meetings. The term of office of the President shall be two years.

2. **Vice-President.** The Vice-President shall preside in the absence of the President; shall act as special assistant to the President; and shall be empowered to sign documents on

behalf of UHRA as authorized by the Board of Directors. The Vice-President shall succeed the President and shall conduct the business of UHRA if the President is unavailable. The Vice President shall order an audit of the Treasurer's financial data least once a year, and supervise such audit, as well as any other audits ordered by the Board. The term of office of the Vice- President shall be two years.

3. **Treasurer.** The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of all receipts and disbursements in books belonging to UHRA ; shall deposit all money and other valuable effects in the name and to the credit of the UHRA in such depositories as may be designated by the Board of Directors; shall disburse funds of UHRA as may be ordered by the Board of Directors; and shall sign, together with another officer, any disbursement checks, and shall render to the President and the Board of Directors, at the regular meeting of the Board, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of UHRA. The Treasurer may appoint a non-Board member Assistant Treasurer or employ a commercial service to assist with the duties of the treasurer with the majority approval of the Board and is charged with the supervision of such an assistant or commercial service. The term of office of the Treasurer shall be two years.

4. **Secretary.** The Secretary or designee shall attend all sessions of the Board of Directors and all meetings of the membership and record all votes and keep the minutes of all such proceedings; shall sign, with the President, all contracts and legal documents; and shall give a synopsis of the minutes of the previous meeting at the meeting of the Board of Directors and at the meetings of the general membership at the discretion of the Board of

Directors, the Secretary shall draft and maintain all correspondence concerning UHRA. The term of office of the Secretary shall be two years.

B. To order to serve as an officer of UHRA, an individual must be duly elected by the membership to the Board of Directors. In order to serve as President of the UHRA, an individual must have served at least one year on the Board of Directors prior to election as President.

C. Officers shall take office as designated by the Board of Directors. No officer shall serve more than two consecutive terms in the same office.

D. Each officer shall deliver to his or her successor all records, papers and other property belonging to the Board of UHRA within 15 days after leaving office.

## **SECTION V**

### **Committees**

A. The following standing committees shall be established to address specific areas of interest and concern of the general membership.

1. **Planning/Zoning Committee** shall liaison with New Orleans City Hall departments of zoning, planning, streets, health and safety, in a proactive manner to facilitate communications and understanding between UHRA members and city officials. The Planning/Zoning Committee make recommendations to the Board of Directors regarding zoning issues. It shall promote green space, landscaping, cleanliness and the attractiveness of the neighborhood.

2. **Block Captains** The Board shall promote and maintain a system of block captains to support the purposes of UHRA and to assist in the distribution and collection of information of concern to UHRA.

3. **Nominating Committee** shall recommend a slate of candidates to be elected at the annual meeting. The Nominating Committee shall consist of at least three members.

4. **Audit Committee** shall provide for the annual audit of the financial income and disbursements of the Association.

B. Any member may request to join any committee, except Nominating. However, membership on any committee, including Block Captain, shall be by Board appointment and approval. The Board may remove a Member of a committee for good cause shown.

C. Committee Chairs shall be appointed by the Board of Directors.

D. The Board of Directors may establish additional committees as deemed necessary and determine their powers, duties, term and membership.

## **SECTION VI**

### **Meetings**

A. General Meetings shall be held at least once per year at a place and time to be determined by the Board within the boundaries of the Upper Hurstville neighborhood or within close proximity. One such meeting shall be designated as the Annual General Meeting. The General Meetings and Special Meetings shall be announced at least 10 days in advance to the general membership via the UHRA website or other reasonable means as determined by the Board.

B. Special meetings of the membership may be called by the President and/or the Board at any time. Additionally, 25 voting members may request a special meeting of the membership. Any request for a general meeting of the membership must be made to the President in writing, setting forth the reasons for the special meeting. Notice shall be given to the general membership not less than 10 days in advance of the meeting.

C. The physical presence of 10 voting members shall constitute a quorum at all meetings of the membership.

D. A printed agenda stating the order and nature of business for all general meetings shall be available at the meeting. The Board of Directors shall determine the agenda. However, any member may request to have an item included in the agenda.

E. Elections for the Board will take place at the Annual General Meeting. The Board of Directors will take office immediately upon election. Thereafter, the Board will elect officers as required by the Bylaws, within 10 days. Current officers shall remain in office until such time as his/her successor shall be elected.

F. Attendance of non-members at meetings of the general membership and of the Board of Directors shall be at the discretion of the Board, provided that any non-member wishing to attend said meeting shall notify the President at least 5 days in advance of the meeting.

G. Failure to hold an annual meeting will not dissolve the UHRA or its corporation, nor impair the powers, rights and duties of the UHRA Board.

H. Meetings of the general membership shall be conducted pursuant to these Bylaws and Roberts Rules of Order.

## **SECTION VII**

### **INDEMNIFICATION**

A. *Third Party Actions.* UHRA shall indemnify any person (an “*Indemnitee*”) who was or is, or is threatened to be made, a party to, or involved as a deponent or witness or otherwise in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “*Proceeding*”) (*other than a Proceeding*

*by or in the right of UHRA*) by reason of the fact that he is or was, or had agreed to become, a Director, Officer, employee or agent of UHRA (each, an “**Authorized Capacity**”), against expenses (including attorney’s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of UHRA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of UHRA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. *Derivative Actions.* UHRA shall indemnify any Indemnitee who was or is, or is threatened to be made, a party to, or involved as a deponent or witness or otherwise in, any Proceeding *by or in the right of UHRA* to procure a judgment in its favor by reason of the fact that he is or was serving in an Authorized Capacity with UHRA against expenses (including attorneys’ fees) actually and reasonably incurred by him in connection with the defense or settlement of, or in connection with testifying as a deponent or witness in, such Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of UHRA except that no indemnification shall be made in respect of any claim, issue or matter as to which such Indemnitee shall have been adjudged to be liable for breach of his fiduciary duty to the Corporation unless and only to the extent that the court in which such Proceeding was brought shall determine upon

application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

*C. Mandatory Indemnification.* To the extent that an Indemnitee (a) has been successful on the merits or otherwise in defense of any Proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, or in any Proceeding by the Indemnitee against UHRA to enforce his rights under this Article VII, or (b) is merely a deponent or witness but not a party to a Proceeding, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

*D. Authorization.* Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by UHRA only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such Proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable and a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the Members, provided, however, that no such determination shall be made with respect to a Proceeding involving an Indemnitee who is a Director or former Director, until the earlier of (i) a request by such Indemnitee to UHRA that a determination be made, or (ii) the final disposition of such Proceeding, including all appeals. Subject to the preceding sentence, such determination shall be made promptly and in good faith within 30 days after a written request by the Indemnitee.

E. *Certain Limitations on Permissive indemnification.* Anything elsewhere in this Article to the contrary notwithstanding: (a) to the extent an Indemnitee is not entitled under these bylaws, mandatory indemnification with respect to a Proceeding (a “*Non-Mandatory Proceeding*”) to which he is a party, then except as otherwise determined by a court upon application, UHRA may, but shall not be obligated to, indemnify such Indemnitee against expenses, insofar as they are attributable to (i) a Non-Mandatory Proceeding, or a counterclaim in such a Proceeding, instituted by the Indemnitee against UHRA or a third party without the prior authorization of the Board, or (ii) a Non-Mandatory Proceeding that is expressly authorized by the Board to be instituted by UHRA against an Indemnitee; and (b) UHRA shall not be obligated to pay any amount in settlement of a Proceeding, unless the terms of the settlement have been approved by the Board, which approval shall not be unreasonably delayed or withheld.

F. *Advance Payment of Expenses.* Expenses incurred by an Indemnitee in connection with a Proceeding shall be paid by UHRA in advance of the final disposition of such Proceeding subject to a written agreement by the Indemnitee to repay any amounts advanced if it is later determined by non-appealable judgment that Indemnitee is not entitled to indemnification under this Article G. *Non-Exclusivity.* This indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or disinterested Directors or otherwise, and shall continue as to a person who has ceased to serve in an Authorized Capacity and shall inure to the benefit of the heirs, executors and administrators of such a person.

H. *Insurance.* UHRA shall have power to purchase and maintain insurance on behalf of any person who is or was serving in an Authorized Capacity with UHRA against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not UHRA would have the power to indemnify him or her against such liability.

I. *Additional Indemnification.* UHRA shall have the power, to the full extent provided by law, to indemnify any person for any act or omission of such person against all loss, cost, damage and expense (including attorneys' fees) if such person is determined (in the manner prescribed Section 4 hereof) to have acted in good faith and in a manner he reasonably believed to be in or not opposed to, the best interest of UHRA.

## **SECTION VIII**

### **Audits**

A. At least one month prior to the Annual Meeting, the Board shall appoint a committee of three members to comprise an Audit Committee. These three members may not be members of the Board of Directors. A copy of the report shall be given to each member of the Board of Directors and a copy for the permanent file kept by the Recording Secretary. The report shall be delivered at the Annual Meeting and available for inspection by any Member.

## **SECTION IX**

### **Force Majeure Events**

In the event of any major disaster affecting the City of New Orleans, such as a hurricane, a majority of the officers are automatically authorized to act in the best interests of the UHRA, notwithstanding any provision in these By-laws which cannot be complied with

despite effort to do so. In addition, the dates cited in these bylaws may be extended at the discretion of the Board, but any such extension shall not exceed five months from the force majeure date.

## **SECTION X**

### **Effect and Amendments**

- A. The By-laws are binding on all Members, Officers and Board of Directors.
- B. The By-laws may be amended by two-thirds (2/3) vote of the Board of Directors, subject to the right of the membership to reject such amendments as provided in these By-laws.
- C. Proposed amendments to the By-laws must be submitted to the President at least seven days prior to a meeting of the Board of Directors.
- D. These By-laws shall be available to any Member upon request and may be published on the website.