LOUISIANA STATE LAW INSTITUTE

MEETING OF THE COUNCIL

June 26, 2026

Friday, June 26, 2026

Persons Present:

Adams, Marguerite "Peggy" L.
Blunt, Shelton D.
Braun, Jessica G.
Breard, L. Kent
Brown, Brandon B.
Corbett, William R.
Cromwell, L. David
Darensburg, June Berry
Flemings-Davillier, Tracey
Gregorie, Isaac M. "Mack"
Grover, Gail
Hayes, Thomas M., III
Hogan, Lila Tritico
Holdridge, Guy
Lawrence, Quintillis K.
Lonegrass, Melissa T.
Miller, Gregory A.
Nguyen, Hieu
Norman, Rick J.
Marcello, Lucas
Lovett, John A.
Medlin, Kay C.
Penzato, Allison H.
Philips, Harry "Skip", Jr.
Pontiff, Cameron J.
Price, Donald W.
Procell, Christopher A.
Riviere, Christopher H.
Roussel, Randy
Sellers, Christopher J., Jr.
Smith, Mary Watson
Swensek, Adam J.
Talley, Susan G.
Thibeaux, Robert P.
Title, Peter S.
Tucker, Zelda W.
Turkington, Courtney H.
Washington, Tracie
Veron, J. Michael
Ventulan, Josef
Waller, Mallory C.
Ziober, John David

Vice President Kay C. Medlin called the June Council meeting to order at 9:30 a.m. on Friday, June 26, 2026 at the Lod Cook Alumni Center in Baton Rouge. After asking Council members to briefly introduce themselves, the Vice President called on the Law Institute's Director, Judge Guy Holdridge, to provide the Council with a brief update from the most recent legislative session.

Legislative Update

Judge Guy Holdridge began by noting that only one of the Law Institute's six bills this Session failed to pass – the legislation concerning digital products. He then focused on the Code of Civil Procedure Continuous Revision bill, noting an amendment highlighted on page 4 of the packet concerning dismissals of actions to enforce conventional obligations, specifically that prescription will be interrupted as if the dismissal had not occurred. Judge Holdridge explained that there was some confusion as to the intent behind and meaning of this amendment, but that the Code of Civil Procedure Committee plans to review and perhaps propose clarifying language next Session. The Director then called on the Coordinator of Research, Ms. Mallory Waller, to provide an update with respect to the remaining four bills. Ms. Waller informed the Council that the circulated packet contains the enacted versions of the Law Institute's proposed legislation from the 2026 Regular Session and that the only other "substantive" amendment was to the *Bergeron* bill and was clarificatory in nature. She explained that this amendment was made to codify in the text a concept that was previously included only in the Comments and that all other changes were merely technical in nature. She also noted that several new resolutions had been sent to the Law Institute and would be assigned by the Executive Committee later that afternoon, and she asked Council members to reach out if they were interested in any of these projects to be placed on the relevant persons requesting notice email distribution list. Ms. Waller and Judge Holdridge then concluded their presentation, and the Vice President called on Professor Bill Corbett, Reporter of the Employment Law Committee, to present a report on behalf of that Committee.

Employment Law Committee

Professor Corbett began by reminding the Council that the Committee last appeared before it in November 2023, and at that meeting, the Committee presented proposed legislation to consolidate and amend Louisiana's three Fair Chance Hiring statutes. The Council, however, recommitted the proposal and requested that the Committee prepare an accompanying report. In response, the Committee reconvened to reevaluate the proposal and conduct additional research. Following its deliberations, the Committee elected not to recommend legislation at this time and instead focused its efforts on preparing a comprehensive report.

Professor Corbett then directed the Council's attention to the Committee's report prepared in response to Senate Resolution No. 100 of the 2021 Regular Session. He explained that the report compares Louisiana's Fair Chance Hiring framework with those of other jurisdictions, identifies several options to serve as the foundation for future Fair Chance Hiring legislation, and highlights public policy and public safety considerations for the legislature's evaluation. He noted that the report emphasizes the need for greater uniformity between the hiring standards applicable to public and private employers, as well as the absence of statutory enforcement ensuring compliance with Louisiana's Fair Chance Hiring laws. Professor Corbett further explained that, in light of recent legislative changes aligning Louisiana's occupational licensing laws with many Fair Chance Hiring best practices, the Committee concluded that no additional legislative changes relating to occupational licensing were warranted at this time.

Beginning discussion, one Council member asked whether the Committee was aware of the circumstances that prompted the resolution. Committee members explained that Fair Chance Hiring principles developed in response to federal laws and broader nationwide criminal justice reform efforts. They also noted that many business and industry stakeholders support these practices because they help address workforce shortages by reducing barriers to employment, thereby promoting economic development. After further discussion, a motion was made and seconded to adopt the report as presented, which passed without objection. Professor Corbett then concluded his presentation, and the Vice President called on Mr. Randy Roussel, Reporter of the Common Interest Ownership Regimes Committee, to begin his presentation of materials.

Common Interest Ownership Regimes Committee

Mr. Roussel began his presentation by giving a brief update on a few bills and issues presented during the legislative session that relate to the Committee's work on both the Planned Community Act and the Condominium Act. He then moved to Subpart C, Management of the Condominium Regime, on page 55 of the materials.

In reviewing R.S. 9:1123.101 regarding the organization of the unit owners association, Mr. Roussel first noted the requirement that the association be a nonprofit corporation and the fact that the nonprofit law will then fill any gaps not specifically covered by this proposed act. The Reporter drew further attention to the savings clause in Subsection B and the termination and liquidation provisions in the remaining Subsections. Without discussion, the following language was approved:

R.S. 9:1123.101. Organization of unit owners' association

A. ~~A unit owners'~~ The association shall be organized ~~no later than the date the condominium is created~~ as a nonprofit corporation authorized to do business in Louisiana and shall have the authority to impose assessments on its members. The membership of the association at all times shall consist exclusively of all the unit owners or, following termination of the condominium regime, of all former unit owners entitled to distributions of proceeds ~~under Section 1122.112~~, or their heirs, successors, or assigns. Upon termination due to an expropriation, condemnation, or casualty, R.S. 9:1122.107, 1122.108, or 1122.118, as applicable, shall apply. The association shall ~~be organized as a profit or nonprofit corporation, or as an unincorporated association~~ have a board of directors. The association shall be formed prior to filing the declaration for registry.

B. When immovable property is acquired by one or more persons acting in any capacity for and in the name of an association that is not duly incorporated, and the association is subsequently duly incorporated, the corporate existence of the association shall be retroactive to the date of acquisition of an interest in the immovable property, but the retroactive existence shall be without prejudice to rights validly acquired by third persons in the interim between the date of acquisition and the date the association was duly incorporated.

C. The effect of the revocation and reinstatement of an association shall be in accordance with law.

D. Upon the termination of a condominium regime with respect to all units, the association shall be liquidated and its assets distributed in accordance with law.

Next Mr. Roussel introduced R.S. 9:1123.102 as the powers and duties of the association and commented that this provision largely follows the language in the Planned Community Act. One Council member asked for an explanation of the concept contained in Paragraph (A)(4), to which the Reporter responded with an example of a breach of warranty action against the developer. If a singe unit owner wants to bring an action, he may always do so on his own behalf. However, if two or more unit owners wish to bring an action, it may be done in the name of the association instead of each individual unit owner. Discussion continued regarding whether the language grants automatic standing for all unit owners and what happens if the unit owners do not consent to having the action brought in their names. Moving to Paragraph (A)(10), the Reporter agreed to delete the term "easements" from existing law because that is not a concept recognized in Louisiana. For consistency, the Reporter agreed to change "statements of privilege" to "claims of privilege" in Paragraph (A)(13), and for clarity, "organizations" will be changed to "nonprofit corporations" in Paragraph (A)(16). Members of the Council next inquired about Paragraph (A)(20) regarding the establishment of procedures to address complaints, and Mr. Roussel explained that the list is not exhaustive and is not an arbitration or mediation clause that would preclude the filing of an action.

Focusing on Subsection B of R.S. 9:1123.102, the Reporter explained the requirement of including certain language in any lease and the filing of such with the association for the enforcement of provisions against occupants. One Council member suggested that the proposed language is overly broad and could result in associations requiring leases to include many more rights than intended. The Reporter accepted a change to the end of the first sentence. Another Council member expressed privacy concerns over forcing owners to share leases with the association and wondered if requiring occupants to sign a separate statement that they will abide by the rules would be sufficient. Mr. Roussel responded that a copy of the lease is also necessary for defaults. Moving to the second sentence of this Subsection, one Council member questioned whether the notion conflicts with Subparagraph (A)(19)(a), which prohibits the association from denying an owner or occupant access to the unit for violating any provision of the community documents. The Reporter expressed his belief that the language is clear that access can be denied to the pool and other amenities without denying access to the unit itself. It was next suggested that this language does not accomplish what the Committee intended because it only authorizes the association to deny access to the property if the occupant does not execute and file the lease with the association. The language does not in fact allow the association to deny access for failure to comply with the rules and other provisions of the community documents.

After further discussion, it was suggested that Subsections B and C be combined for clarity and efficiency. Others noted that it is common industry practice to require leases to be shared with the association and lack of knowledge of the law or the terms of the lease and the community documents is not an excuse for noncompliance. Another suggestion was to add that the association is a third-party beneficiary of the lease under Civil Code Article 1978, thereby granting the association standing to enforce the provisions of the lease. Mr. Roussel expressed concerns about unintended consequences associated with granting such a right and instead favors clearly informing

occupants of their duty to comply with simple, easy to understand terminology. The importance of this provision was reiterated especially as to absentee owners, but the Council expressed concern about the interplay between occupants and guests who are also subject to the rules of the association. The Reporter explained that the obligations of guests are covered in another provision.

Now focusing solely on Subsection C, its circular language was questioned, and Mr. Roussel explained the Committee's careful contemplation because occupants are not responsible for paying assessments. The Committee intended to place emphasis on the enforcement of the lease and such restrictions and rules as no loud noise and no glass by the pool and to prohibit the association from suing occupants for assessments. Continuing with Subsection D, one Council member asked about the reference to Part III of this Chapter, and another questioned whether the available sanctions are defined. The Reporter agreed to add "as provided by law" for clarity. Members of the Council next asked whether Subsection F should apply only to Subsections D and E or whether it was intended to apply to the entire Section. The Reporter answered that the intention is for the arbitrary and capricious standard to apply to the entire Section, therefore he accepted a revision to the proposal.

Mr. Roussel moved on to Subsections G and H and explained that these provisions require the board to establish communication methods and for the nonprofit law to fill in any gaps in the condominium documents. One Council member asked whether the nonprofit law allows for derivative actions and, if so, whether that right should be applicable here. The Reporter pointed out that derivative actions are addressed in the consumer protection Subpart of the proposal. At the conclusion of this discussion, all of the following was approved:

R.S. 9:1123.102. Powers and duties of the unit owners' association

A. Subject to the provisions of the declaration and of this Part, the association~~, even if unincorporated, may~~ shall have the power to do the following:

(1) Adopt and amend bylaws, ~~and~~ rules, and regulations.

(2) Adopt and amend budgets for revenues, expenditures, and reserves, ~~and~~ make and collect assessments for common ~~expenses~~ expense liabilities from unit owners, and invest funds of the association.

(3) Hire and terminate managing agents and other employees, agents, and independent contractors.

(4) Institute, defend, or intervene in litigation, ~~or~~ arbitration, mediation, or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium regime.

(5) ~~Make~~ Enter into contracts and incur liabilities.

(6) Regulate the use, maintenance, repair, replacement, and modification of common elements.

(7) Cause additional improvements to be made as a part of the common elements.

(8) Acquire~~,~~ and hold~~, encumber, and convey~~ in its own name any right, title, or interest to ~~real or personal~~ corporeal or incorporeal movable or immovable property.

(9) Encumber and transfer, in accordance with R.S. 9:1122.118, in its own name any right, title, or interest to corporeal or incorporeal movable or immovable property.

~~(9)~~ (10) Grant ~~easements,~~ servitudes, leases, licenses, and concessions, through or over the common elements.

~~(10)~~ (11) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements ~~other than limited common elements~~ and for services provided to unit owners or occupants.

~~(11)~~ (12) Impose charges, including interest and attorney fees, against unit owners for ~~later~~ late payment of assessments ~~and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the association and, when the violation is a failure to pay for services, interrupt those services until the violation has ceased~~ as provided in R.S. 9:1123.112. ~~No charge for later payment of assessments shall be imposed if the assessment is paid within ten days of the due date. Furthermore, no such charge shall exceed thirty percent of the amount of the monthly assessment. The condominium association shall provide to each unit owner written or electronic notice detailing all of the following:~~

~~(a) The amount of the assessment due by the unit owner.~~

~~(b) The due date of the assessment due by the unit owner.~~

~~(c) Notice that the assessment is due within ten days of the due date.~~

~~(12)~~ (13) Impose reasonable charges, including interest and attorney fees, for the preparation and recordation of amendments to the declaration, resale certificates required by ~~Section~~ R.S. 9:1124.~~107~~ 106, claims of privilege, or statements of unpaid assessments.

~~(13)~~ (14) Provide for the indemnification of its officers and ~~executive~~ board of directors and maintain directors' and officers' liability insurance.

~~(14)~~ (15) Exercise any other powers conferred by the ~~declaration or bylaws~~ condominium documents.

~~(15)~~ (16) Exercise ~~all~~ any other powers that may be exercised ~~in this state~~ by ~~legal entities~~ nonprofit corporations ~~of the same type as the association, and~~.

~~(16)~~ (17) Exercise any other powers necessary and proper for the governance and operation of the association.

(18) Impose reasonable fines, including interest and attorney fees, against unit owners and occupants for violations of the condominium documents in accordance with Part III of this Chapter.

(19) In addition to the rights of the association as provided in R.S. 9:1123.112, suspend any right or privilege of a unit owner or occupant who fails to pay an assessment or who violates any provision of the condominium documents, provided that the association shall not do either of the following:

(a) Deny a unit owner or occupant access to the unit.

(b) Withhold services provided by the association to a unit, a unit owner, or an occupant if the effect of withholding the service would endanger the health, safety, or property of any person.

(20) Establish reasonable procedures for addressing and resolving written complaints from unit owners. The procedures may include any of the following:

(a) A sample form for lodging the written complaint.

(b) A description of the manner in which complaints are to be delivered to the association.

(c) Written acknowledgement of receipt of the complaint.

(d) The inclusion of specific related documentation including the applicable law or regulation.

(e) The requested action or resolution.

(f) The manner in which additional information may be requested.

(g) The time period for responding.

(h) Disposition of the complaint for lack of information.

(i) Notice of the date, time, and location that the complaint will be considered.

(j) Written notice of the final determination.

(k) Contents of the final determination including the date of issuance and any applicable citations, laws, or regulations.

B. An association may require that a unit owner and an occupant execute and file with the association a lease or other occupancy agreement containing mandatory language for the benefit of the association requiring the occupant to abide by the provisions of the community documents. An occupant may be denied access to the condominium property until the required lease or other occupancy agreement is filed with the association. If an occupant violates the provisions of the condominium documents, the association may, in addition to exercising any of its powers against the unit owner, enforce against the occupant those mandatory provisions required to be contained in the lease or other occupancy agreement.

C. The association may determine whether to take enforcement action by imposing sanctions as provided by law or commencing an action for a violation of the provisions of the condominium documents, including whether to compromise any claim for unpaid assessments or other claim made by or against the association or to seek eviction consistent with Part III of this Chapter.

D. The association has discretion in pursuing or declining enforcement depending on each set of circumstances.

E. The association shall not be arbitrary or capricious in its decision to pursue or decline enforcement in accordance with this Section.

F. The board of directors shall establish a reasonable method for unit owners and occupants to communicate, which may include by electronic transmission, with the board of directors on matters concerning the association.

G. In the event that the condominium documents fail to provide for a certain action or procedure, the general provisions of this Part and of the Nonprofit Corporation Law, R.S. 12:201 et seq., shall govern.

The Reporter then directed attention to R.S. 9:1123.103 regarding the declarant's control of the association and explained the limitations contained in the proposal. To clarify the intent of the third sentence of Subsection A, Mr. Roussel agreed to a rewrite and the following was approved:

R.S. 9:1123.103. Declarant control of the association

A. The declaration may provide for a period of declarant control of the association, during which a declarant, or persons designated by the declarant, may appoint and remove the officers and directors. A declarant may voluntarily surrender the right to appoint and remove officers and directors before the period ends. In that event, the declarant may require, in a recorded instrument executed by the declarant at the time of the surrender, that during the remainder of the period, specified actions of the association or board of directors as described be approved by the declarant before becoming effective.

B. Regardless of the period provided in the declaration, a period of declarant control terminates as follows:

(1) If the right to add additional immovable property to the condominium regime was not reserved in the declaration, one hundred twenty days after the date that seventy-five percent of the total number of units in the condominium regime are transferred to unrelated purchasers or seven years from the date of the filing of the declaration, whichever is earlier.

(2) If the right to add additional immovable property to the condominium regime was reserved in the declaration, upon the expiration of the time period provided in R.S. 9:1122.109(C), as that period may be extended by the declarant's timely exercise of the right to add additional immovable property, or ten years from the date of the filing of the declaration, whichever is earlier.

C. Notwithstanding the provisions of this Section, in no event shall the period of declarant control of a master association terminate until all periods of declarant control for all condominium regimes subject to the master association have terminated.

The Council then discussed R.S. 9:1123.104 which provides for the board of directors and officers of the association. Subsection A provides that if the regime consists of fewer than three units, the board shall consist of the same number of persons as there are units. One Council member was concerned that in commercial situations with only two units owned by juridical entities who have more than one representative per unit, the board will be limited to two persons. The Reporter agreed to change the relevant language from mandatory to permissive to account for such a situation. The provision was then adopted as follows:

R.S. 9:1123.104. Board of directors and officers of the association

A. The board of directors shall consist of at least three natural persons, each of whom shall be a unit owner or a representative of a unit owner if the unit is owned by a juridical person. If the condominium regime consists of fewer than three units, the board of directors may consist of the same number of persons as there are units. Except as otherwise provided in R.S. 9:1122.121, a special meeting of the association shall be held for the purpose of electing the board of directors at least thirty days prior to the termination of the period of declarant control. The meeting notice shall be given, in accordance with R.S. 9:1123.109, no more than sixty days and no fewer than thirty days before the date of the meeting. If a quorum is not present at the meeting, then it may be adjourned and reconvened by the association at the place and time declared at the meeting, at which time

those unit owners who are present shall constitute a quorum for purposes of electing the board of directors. Unless the condominium documents provide for the election of officers by the unit owners, the board of directors shall be entitled to elect the officers. The directors and officers shall take office upon the termination of the period of declarant control.

B. Directors of the board of directors and officers of the association shall exercise the degree of care and loyalty required of a director or officer and are subject to the conflict of interest rules and limitations of liability governing directors and officers in accordance with the Nonprofit Corporation Law, R.S. 12:201 et seq. Nevertheless, no director or officer shall be liable to the association or its members for money damages for any action taken, or any failure to act, as a director or officer, except as provided in R.S. 9:2792.7 or as otherwise provided by law.

C. The protection against liability of a director or officer for conduct described in Subsection B of this Section may be modified in the condominium documents. The association may purchase insurance against liability as provided in R.S. 12:1-857.

D. The board of directors shall not do any of the following:

(1) Amend the declaration.

(2) Amend the bylaws.

(3) Terminate the condominium regime.

(4) Elect directors, but the board of directors may fill vacancies for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of directors.

(5) Determine the qualifications, powers, duties, or terms of office of directors.

(6) Impose any rules or regulations inconsistent with the declaration.

E. The board of directors shall propose a budget to be approved in accordance with R.S. 9:1123.113.

Next, Mr. Roussel presented R.S. 9:1123.105, and the following was approved without discussion:

R.S. 9:1123.105. Removal of directors and officers

A. Notwithstanding any provision of the condominium documents to the contrary, unit owners at any meeting of the association at which a quorum is present and for which notice of removal was given may by majority vote remove any director of the board of directors and any officer of the association elected by the unit owners, with or without cause. However, a director appointed by the declarant may not be removed during the period of declarant control.

B. At any meeting at which a vote to remove a director or an officer is to be taken, the director or officer being considered for removal shall have a reasonable opportunity to speak before the vote.

Moving to R.S. 9:1123.106, the Reporter stressed the importance of properly notifying the unit owners of meetings and the specific agenda items. The following language was approved:

R.S. 9:1123.106. Meetings

A. The following requirements apply to association meetings:

(1) The association shall hold an annual meeting in accordance with the bylaws. In the absence of a provision in the bylaws, an annual meeting shall be held upon the giving of not more than sixty days' nor fewer than thirty days' notice in accordance with R.S. 9:1123.109.

(2) The association shall hold a special meeting to address any matter affecting the condominium regime or the association if its president, a majority of the board of directors, or unit owners having at least twenty percent, or any lower percentage specified in the bylaws, of the voting interest in the association demand that the secretary call a meeting. The secretary shall call the meeting within thirty days after receiving notice of the unit owners' demand. Only matters described in the meeting notice required by Paragraph (3) of this Subsection shall be considered at a special meeting.

(3) The association shall notify unit owners of the time, date, and place of each annual and special meeting not more than sixty days nor fewer than thirty days before the meeting date. Notice may be given by any means provided in R.S. 9:1123.109. The notice shall state the items on the agenda, including the following:

(a) The general nature and text of any proposed amendment to the condominium documents.

(b) Any budget changes.

(c) Any proposal to remove a director or an officer elected by the association.

(4) The minimum amount of time in which notice shall be given in accordance with Paragraph (3) of this Subsection may be reduced or waived by the board of directors for a meeting called to address an emergency.

(5) At the meeting, unit owners shall be given a reasonable opportunity to comment regarding any matter affecting the condominium regime or the association.

(6) The condominium documents may allow for meetings of the association to be conducted by electronic means if the meeting notice states the electronic means to be used.

(7) Meetings of the association shall take place at the condominium regime or at a place convenient to it.

(8) Except as otherwise provided in the condominium documents, all meetings of the association shall be conducted in accordance with the most recent edition of Robert's Rules of Order.

B. The following requirements apply to meetings of the board of directors and committees of the association authorized to act for the association:

(1) Meetings shall be open to the unit owners except during executive sessions. The board of directors and committees may hold an executive session only during a regular or special meeting of the board or committee. No final vote or action shall be taken during an executive session. An executive session shall be held only to do the following:

(a) Consult with an attorney concerning legal matters.

(b) Discuss existing or potential litigation, mediation, arbitration, or administrative proceedings.

(c) Discuss labor or personnel matters.

(d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage.

(e) Prevent public knowledge of a matter if the board of directors or committee determines that public knowledge would violate the privacy of any person.

(2) For purposes of this Section, a gathering of the board of directors at which the directors do not conduct association business is not a meeting of the board. The board of directors shall not use incidental or social gatherings or any other method to evade the open meeting requirements of this Section.

(3) During the period of declarant control, the board of directors shall meet at least two times per year. At least one of those meetings shall be held at the condominium property or at a place convenient to it. Notice of the meetings shall be given to all unit owners in accordance with R.S. 9:1123.109.

(4) The board of directors shall establish procedural rules to permit participation by a unit owner in the event that the unit owner is directly impacted by an agenda item or is requested to attend by the board of directors.

(5) Unless the meeting is included in a schedule previously provided to the unit owners or the meeting is called to address an emergency, the secretary or other officer specified in the bylaws shall give notice of each board of directors meeting to each director and to the unit owners. The notice shall be given at least thirty days before the meeting and shall state the time, date, place, and agenda of the meeting.

(6) If any materials are distributed to the board of directors before the meeting, copies of those materials shall be reasonably available to unit owners, including by posting on the association's website, except that the board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

(7) The board of directors may meet by electronic means if the meeting notice states the electronic means to be used.

(8) Except as provided in Paragraph (3) of this Subsection, in lieu of meeting, the board of directors may act by unanimous consent as documented in a record signed by all directors. The secretary shall promptly give notice to all unit owners of any action taken by unanimous consent. After termination of the period of declarant control, the board of directors may act by unanimous consent only to undertake ministerial actions or to implement actions previously taken at a board meeting.

(9) All actions taken by the board of directors that do not comply with this Section are nevertheless deemed valid unless and until set aside by a court. A challenge to the validity of an action by the board of directors for failure to comply with this Section shall not be brought more than sixty days after the minutes of the meeting at which the action was taken are approved or notice of that action is provided to unit owners, whichever is later.

(10) Except as otherwise provided in the condominium documents, all meetings of the board of directors and the committees of the association shall be conducted in accordance with the most recent edition of Robert's Rules of Order.

The proposal in R.S. 9:1123.107 lays out the quorum requirements and how each voting interest is calculated and counted. Mr. Roussel agreed to switch the order of Subsections C and D to improve clarity, and the following was approved:

R.S. 9:1123.107. Quorum

A. Unless the bylaws provide otherwise, a quorum is present throughout any meeting of the association if unit owners holding twenty percent of the voting interest in the association are present in person or by proxy at the beginning of the meeting, have cast absentee ballots that were solicited in accordance with R.S. 9:1123.108 and delivered to the secretary in a timely manner, or are present by any combination thereof.

B. Voting interest allocated to units owned by the association shall be counted toward a quorum.

C. Notwithstanding any other Subsection of this Section and provided notice is given as required by R.S. 9:1123.109, in the event of an emergency, a quorum is present if unit owners holding at least ten percent of the voting interest are present in person, by proxy, or by electronic means.

D. Unless this Part or the condominium documents specify a greater number, a quorum of the board of directors is present for purposes of determining the validity of any action taken at a meeting if individuals entitled to cast a majority of the votes on that board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board of directors unless a greater vote is required by this Part or the condominium documents.

The last proposal presented was R.S. 9:1123.108 regarding voting and proxies. One Council member inquired as to the meaning of "if acting in good faith" in Paragraph (D)(4), and Mr. Roussel provided the example of a board member being aware that a unit owner sold his unit but nevertheless counting his vote as not being in good faith. However, the Reporter went on to explain that boards are not required to search the conveyance records to verify ownership. As long as the person is listed in the association's records as a unit owner, the association may accept his vote in good faith. Pursuant to Subsection E, the Reporter explained that fractional voting is not allowed and that owners must agree as to their vote or the vote will not count. This diverges from the general rules in corporate law because the ownership of a unit is more akin to real estate principles. The provision was approved as follows:

R.S. 9:1123.108. Voting; proxies; ballots

A. Directors may not vote by proxy at any meeting of the board of directors or at any committee thereof.

B. Unit owners may vote at a meeting of the association in person, by absentee ballot, by proxy or, when a vote is conducted without a meeting, by electronic transmission or paper ballot.

C. The voting interest allocated to units owned by the association shall be cast in the same proportion as the votes cast on the matter by unit owners other than the association.

D. At a meeting of the association at which a quorum is present, the following requirements apply:

(1) Unit owners who are present may cast a vote in person by voice, show of hands, standing, or any other method for determining votes, as designated by the association.

(2) Unless a greater number of the votes in the association is required, a majority of the voting interest cast is required for the approval of any action of the association.

(3) A unit owner may vote by absentee ballot without being present at the meeting. The association shall promptly deliver an absentee ballot to a unit owner upon request made at least three days before the scheduled meeting.

(4) Except as provided in Subsection E of this Section, if the name signed on a vote, consent, waiver, ballot, or proxy appointment corresponds to the name of a unit owner as indicated in the records of the association, the association, if acting in good faith, is entitled to accept the vote, consent, waiver, ballot, or proxy appointment and give it full effect as the act of the unit owner.

E. If only one of several owners of a unit owned in indivision votes, that unit owner has the right to cast the voting interest allocated to that unit. If more than one of the unit owners votes, the voting interest allocated to that unit shall be cast only in accordance with the agreement of a majority in interest of the unit owners. There is agreement of a majority in interest if any one of the unit owners casts the voting interest allocated to the unit without any of the other unit owners promptly protesting to the association. In the event that there is disagreement among the owners of a unit as to their interests, the association, acting in good faith, is entitled to rely upon what is evidenced in its records as to that unit. In the event that the records do not indicate the allocation of interests in a unit, the association is entitled to treat the multiple unit owners as having equal shares. If a unit or an undivided interest in a unit is subject to a usufruct, the usufructuary shall be deemed the owner of that unit or the undivided interest of the unit for purposes of this Section.

F. The following requirements apply to proxy voting:

(1) A unit owner may appoint a proxy to vote or otherwise act by signing a written appointment or by making an electronic transmission. An electronic transmission shall contain or be accompanied by information from which it can be determined that the unit owner authorized the transmission.

(2) The appointment of a proxy is effective when a signed written appointment or an electronic transmission of the appointment is received by the officer or agent of the association authorized to tabulate votes. A proxy is valid only for the meeting for which it is cast and any recessed session of that meeting and is subject to any limitation contained therein.

(3) The appointment of a proxy is revocable.

(4) The revocation of a proxy appointment, the death of the unit owner, or the appointment of a curator for the unit owner appointing a proxy does not affect the right of the association to accept the proxy's authority unless notice of the revocation, death, or appointment of a curator is received by the officer or agent authorized to tabulate votes before the proxy exercises authority pursuant to the appointment.

G. Unless prohibited or limited by the condominium documents, when an association conducts a vote without a meeting, the following requirements apply:

(1) The association shall notify the unit owners that the vote will be taken by ballot and the date by which the vote shall be taken.

(2) The association shall deliver a paper or electronic ballot in accordance with R.S. 9:1123.109 and Paragraph (4)(c) of this Subsection.

(3) The ballot shall set forth each proposed action and provide an opportunity to vote for or against each action.

(4) The ballot shall also contain all of the following:

(a) The number of responses needed to meet the quorum requirements.

(b) The voting interest necessary to approve each matter other than the election of directors.

(c) The time and date by which a ballot shall be delivered to the association to be counted, which shall be no fewer than seven days after the date that the association delivers the ballot.

(5) After delivery to the association, a ballot is not invalidated by death, disability, or attempted revocation by the person who cast the ballot unless notice of the revocation, death, or appointment of a curator is received by the officer or agent authorized to tabulate votes before the ballot is counted.

(6) A vote conducted pursuant to this Subsection is valid only if the number of votes cast on an item equals or exceeds the requirement to authorize each proposed action.

H. If the declaration requires that votes on specified matters affecting the condominium regime be cast by lessees of leased units rather than by unit owners, this Section applies to lessees as if they were unit owners. Unit owners who lease their units to other persons may not cast votes on those specified matters.

At this time, Mr. Roussel concluded his presentation, and the June 2026 Council meeting was adjourned.

Jessica G. Braun

Josef Ventulan

Mallory C. Waller