

PROTECTIVE COVENANTS

THE PINES AT KIMBALL BRIDGE, UNIT ONE,
FULTON COUNTY, GEORGIA

STATE OF GEORGIA

COUNTY OF FULTON

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 21 day of March, **1985**, by BENCHMARK/KIMBALL BRIDGE PLANTATION, INC., a corporation chartered under the laws of the State of Georgia, and having its principal office within the State of Georgia in Fulton County, Georgia.

WITNESSETH:

THAT WHEREAS, said corporation is the owner of the subdivision known as The Pines at Kimball Bridge, Unit One, and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Fulton County, Georgia, and being in Land Lot 119 of the 1st District, 1st Section of Fulton County, Georgia, as per that certain plat recorded in Plat Book 139, page 89, Fulton County Records, as revised and re-recorded in Plat Book 9479, page 492, a foresaid records, which plat is hereby incorporated herein by reference; and being known as Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block "A"; and Lots 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block "D"; AND

WHEREAS, it is to the interest, benefit and advantage of Benchmark/Kimball Bridge Plantation, Inc. and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Benchmark/Kimball Bridge Plantation, Inc. and each and every subsequent owner of any of the lots in said subdivision, said Benchmark/Kimball Bridge Plantation, Inc. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Benchmark/Kimball Bridge Plantation, Inc. until March 21, 2010 at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes provided, however, that the use of lots for model homes for marketing purposes shall not be in violation of these protective covenants. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed altered on any lot nearer to any street within the minimum building setback line unless similarly approved. Approval shall be a provided in Paragraph 14 below. The approval of the Architectural Control Committee shall not be unreasonably withheld.
3. **DWELLING SIZE.** The minimum heated floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, shall not be less than 1200 square feet.
4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the rear lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located near than 10 feet to an interior lot line, except that a 2-foot side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.
6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided, however, that the use of a trailer or any other structure of a temporary character for purposes of a temporary sales office, and then only during the period of time of actual residence construction on any lot, shall not be in violation of these protective covenants.
8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
11. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

12. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.
13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

14. ARCHITECTURAL CONTROL COMMITTEE.

- (a) MEMBERSHIP. The architectural control committee is composed of:
Ralph Buck Davis,
Fred J. Schwaemmle,
And Richard Schwaemmle
Suite 392, The Prado North
5600 Roswell Road
Atlanta, Georgia 30342

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time following the completion of construction of residential dwellings on all of the above numbered and specified Lots in such Unit One of The Pines at Kimball Bridge, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership or to withdraw from the committee or restore to it any of its powers and duties.

- (b) PROCEDURE. No construction of any structure, building or dwelling to be erected, placed or altered on any lot shall commence until the construction plans and specifications and a plan showing location of the structure, building or dwelling have been approved by the architectural control committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event he committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
17. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
18. **AMENDMENT.** These Protective Covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, SAID BENCHMARK/KIMBALL BRIDGE PLANTATION, INC. has caused these Protective Covenants to be executed in its name by its Vice President, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

TO THE CLERK: PLEASE CROSS-REFERENCE THIS AGREEMENT TO THE PROTECTIVE COVENANTS FOR THE PINES AT KIMBALL BRIDGE RECORDED AT DEED BOOK 9437, PAGE 314, AND FULTON COUNTY RECORDS,

STATE OF GEORGIA

CROSS REFERENCE

COUNTY OF FULTON

FIRST AMENDMENT TO THE PROTECTIVE COVENANTS FOR
THE PINES AT KIMBALL BRIDGE
UNITS ONE THROUGH 5, FULTON COUNTY, GEORGIA

This AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS for The Pines at Kimball Bridge, made and published this 15 day of April, **1998**, by The Pines Homeowners Association, Inc., a non-profit Corporation chartered under the laws of the State of Georgia, and having its principal office within the State of Georgia in Fulton County, Georgia, being the representative body of the homeowners of The Pines at Kimball Bridge, Units 1 through 5, Subdivision.

WITNESSETH:

WHEREAS, the Protective Covenants on file in the Fulton County Superior Court Clerk's Office provide that said Covenants may be amended by an instrument signed by not less than 75% of the lot owners, and further provide that any amendment must be recorded, and

WHEREAS, the lot owners have incorporated a representative body known as The Pines Homeowners Association, Inc., (the successor Declarant), and

WHEREAS, said subdivision consists of:
ALL THOSE CERTAIN lots, tracts or parcels of land, situated, lying and being in Fulton County, Georgia, being in Land Lots 118 and 119, of the 1st District, 1st Section, Fulton County, Georgia, and being known

as Lots 1 through 36, Block A; Lots 1 through 25, Block B; Lots 1 through 40, Block C; Lots 1 through 17, Block D; and Lots 1 through 12, Block E; and

WHEREAS, it is to the interest, benefit and advantage of The Pines Homeowners Association, Inc., and to each and every person who presently or hereafter owns any lot in said Subdivision that the Protective Covenants for the Subdivision be amended as set forth below, with said Amendment being Covenants running with the land, as though included in the original Protective Covenants governing the subdivision;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by The Pines Homeowners Association, Inc. and each and every present or subsequent owner of any lot in said subdivision, said The Pines Homeowners Association Inc., together with at least 75% of the individual lot owners of said Subdivision, do hereby set up, establish, promulgate and declare the following Amendments to the Protective Covenants to apply to all of said lots and to all persons owning said lots, or any of them, immediately hereafter and be binding on all persons claiming under and through Benchmark/Kimball Bridge Plantations, Inc., and its successors in title until March 24, 2010, at which time said Amended Covenants may be extended or terminated in whole or in part as provided in said original Protective Covenants.

THE FOLLOWING ADDITIONAL PROTECTIVE COVENANTS ARE
HEREBY ADDED TO THE ORIGINAL PROTECTIVE COVENANTS:

19. Purposes, Powers and Duties of the Association: The association shall be formed as non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the subdivision. The association shall have no power or duty to do or perform any act or thing other than those acts or things, which will promote in some way the common good and general welfare of the people of the subdivision. To the extent, and only to the extent, necessary to carry out this Declaration, the association (a) shall have all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code, and (b) shall have the power and duty to exercise all rights and obligations of the association as set forth in this Declaration.
20. Membership in the Association: Every owner shall automatically be a member of the association and such membership shall terminate only when a person ceases to be an owner.
 - a. Voting Rights:
 - (i) Each member shall be entitled to one vote for each lot owned. When more than one person is a member by virtue of an ownership interest in the same lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such lot, such persons shall not be recognized and the vote of such lot shall not be counted. Where the owner is a group entity other than one individual person, the vote on behalf of such owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the association.
21. Board of Directors: The affairs of the association shall be managed by a board of directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association.
22. Voting Procedures: The procedures for the election of directors of the association and the resolution of such issues as may be brought before the membership of the association shall be governed by this Declaration, the Georgia Non-Profit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, a copy of which is attached hereto as Exhibit "A", as each shall from time to time be in force and effect.
23. Commercial and Recreational Vehicles and Trailers: No commercial vehicle (other than passenger vehicles having a capacity of less than nine (9) passengers), trailer, house trailer, mobile home, motor home recreational vehicle, camper, truck with camper top, boat, boat trailer, or like equipment shall be permitted on any lot or within the right-of-way of any street in the subdivision on a permanent basis, but shall be allowed on a temporary basis not to exceed seventy-two (72) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a lot, provided such vehicle or equipment is kept in a garage and is concealed from view from neighboring residents and streets.
24. No outside clotheslines permitted.
25. Homeowners are required to mow their yards on a regular basis as required to maintain grass height to an acceptable appearance level, and maintain the landscaping and structure on their property.

26. The board of directors of the Association will consider satellite dishes antennas, or other transmission devices on an individual basis for the back yards only, with the intent of hiding them from public view by means of requiring planting or privacy fencing. Approval or disapproval will be in writing from the board of directors once a request is submitted by the homeowner.
27. Pet owners will be responsible for immediate cleanup of any droppings left by their pets within the neighborhood. All animals must be suitably restrained on the homeowner's property, and dogs must be on a leash when beyond the confines of the homeowner's property.
28. Automobiles, motorcycles and similar vehicles of homeowners, renters or their guests, are to be parked in driveways or garages. All vehicles exposed to public view in driveways or garages shall be in running order and not in an extended state of repair. Absolutely no vehicles are to remain on subdivision streets for a period of time in excess of 8 hours. No vehicle maintenance or repair may occur on subdivision streets.
29. No statues or permanent decorative ornaments may be placed in front or side yards.
30. Non-conforming mailboxes must be approved in writing by the architectural control committee of the Association.
31. No commercial activities shall be conducted on any lot or any facility located thereon. Notwithstanding, a lot owner may use a portion of his lot to "do work at home".
32. Assessments
 - a. Creation of the lien and personal obligation of assessments: The owners of each and every lot shall pay annual dues of \$80.00 to the Association. Payment shall be due on or before November 1st of each year. A late fee of \$10.00 will be charged if payment is not received by November 15th. All such assessments, together with interest, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to said owners' successors in title to such lot unless expressly assumed by them or unless of Notice of Lien has been filed prior to the date of transfer, but the lien against such lot shall not be extinguished by any transfer of title. Every owner of a lot, by acceptance of a Deed therefore is deemed to covenant and agree to pay assessments as set forth in this section, whether or not such covenant and agreement is expressed in such Deed. Dues may be increased as required, if presented to and subsequently ratified by a simple majority (51%) of the members.
 - b. Extinguishment of Lien. Except as hereinafter provided, sale or transfer of a lot shall not affect the lien for unpaid assessments. The enforcement of any lien which is superior to the lien for assessments, whether by sale, underpower or judicial sale or foreclosure, or the enforcement of any first mortgage or secondary purchase money mortgage by transfer in lieu of foreclosure, shall extinguish the lien for annual assessments which are inferior to such lien and which fell due prior to the date of such sale underpower, foreclosure, or transfer.

- c. The annual assessment shall be reviewed by the board of directors in light of the budget of the association, which shall then make a subsequent recommendation to the general membership of the association at the annual general meeting, which recommendation shall be either for an increase, decrease or no change in the amount of said assessment. The recommendation shall then be placed before the membership for a vote thereon in accordance with the Articles of Incorporation, and By-Laws of the Corporation; and any such change in annual assessment which is voted by the Association in accordance with its By-Laws shall be binding upon each and every owner of a lot in the subdivision, and upon successors in title.

THE FOLLOWING CONSTITUTE AMENDMENTS TO THE PROTECTIVE COVENANTS FOR THE PINES AT KIMBALL BRIDGE SUBDIVISION:

1. Paragraph 7 of the original Protective Covenants is deleted in its entirety, with a new paragraph 7 addressing temporary structures substituted in its place which states as follows:

“NO TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.”

2. Paragraph 8 of the original Protective Covenants is deleted in its entirety, with a new paragraph 8 addressing signs substituted in its place which states as follows:

“SIGNS:

- a. No signs whatsoever (including, not limited to commercial and similar signs) shall, without the architectural control committee’s prior written approval of plans and specifications therefore, be installed, altered, or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:
 - (i) Such signs as may be required for legal proceedings and for display of all building permits;
 - (ii) Not more than one “For Sale” signs, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a lot.
 - (iii) Directional signs for vehicular or pedestrian safety in accordance with applicable laws.”

3. Paragraph 11 of the original Protective Covenants is deleted in its entirety and replaced with a new paragraph 11 addressing garbage and refuse disposal substituted in its place as follows:

“GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Empty garbage containers must be retrieved from front of the house within 24 hours of pickup and stored out of the public view.”

4. Paragraphs 14. (a) and (b) of the original Protective Covenants are deleted in their entirety and replaced with new paragraphs addressing the Architectural Control Committee substituted in their place as follows:

Architectural Control Committee

- a. The membership of the Architectural Control Committee shall be composed of a minimum of one (1) and a maximum of three (3) members of the homeowners association, with at least one (1) of the members being a member of the Board of Directors.
- b. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans

and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural control committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this covenant will be deemed to have been fully complied with.

5. Paragraph 18 of the original Protective Covenants is deleted in its entirety and replaced with a new paragraph 18 addressing amendment substituted in its place as follows:

“AMENDMENT. These Protective Covenants may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded.”

Except as specifically amended by this Amendment, the Protective Covenants for The Pines at Kimball Bridge, Units 1 through 5 remain unchanged.

IN WITNESS THEREOF, these Amendments to The Protective Covenants of The Pines at Kimball Bridge, Units 1 through 5, are hereby executed by The Pines Homeowners Association, Inc., and its corporate seal placed thereon, and further assented to by at least 75% of the present owners of lots within The Pines at Kimball Bridge Subdivision, this 15 day of April, 1998.

THE PINES HOMEOWNERS ASSOCIATION, INC.

/seal/

EXHIBIT “A”

BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the association is The Pines Homeowners Association, Inc. (Hereinafter referred to as the “Association”). The principal office of the Association (Until otherwise designated by the Board) (as hereinafter defined) shall be located at P. O. Box 864, Alpharetta, Georgia, 30009, but meetings of Members and directors may be held at such other places within the State of Georgia as may be designated by the Board.

ARTICLE II

MEETINGS

2.1 Annual Meeting of Members: The regular annual meeting of the members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia, as shall be designated in the call of the meeting pursuant to Article 2.3 below. If no such date is designated, the annual meeting shall be held on the third Monday in April if not a legal holiday, and if a legal holiday, then on the next business day succeeding. The Members shall at such annual meeting elect a Board of Directors for the ensuing year, in the manner provided in Article 4.1 hereof, and shall have authority to transact any and all business, which may be brought before such meeting.

2.2 Special Meeting of Members: Special meetings of Members shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) directors or by twenty-five (25%) percent of the membership.

2.3 Notice of Meetings: Written notice of the place, date and time of every annual or special meeting of Members shall be mailed to each Member, at least fifteen (15) days before the meeting. Each member shall register his address with the Association, and notices of meetings shall be mailed to him at such address, and if no such address has been registered, a last known address of the Member. If for a special meeting, notice shall state the object or objects of the meeting. It is not necessary that the notice of annual meeting specify business to be transacted at such meeting, but such notice must specify the number of directors to be elected at such a meeting.

2.4 Quorum: A quorum at any meeting of Members, whether annual or special, will consist of the presence at such meeting, in person or by proxy, Members entitled to cast one-fourth (1/4) of the votes of the Membership. Unless otherwise provided in the Articles of Incorporation of the Association, or in the Declaration, or in these By-Laws, a majority of the votes entitled to be cast by Members present at a meeting shall be necessary and sufficient to decide and act upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

2.5 Voting: Voting rights of Members shall be as forth in the Declaration. Where any Member is a group or entity of more than one individual person, the vote on behalf of such Member shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such member and delivered to the Secretary of the Association.

ARTICLE III

DIRECTORS

3.1 Number: Membership in the Board of Directors will be voted on at the annual Association meeting and shall consist of no less than eight (8) and no more than ten (10) homeowners.

3.2 Term of Office: At the annual Association Meeting the Members shall elect a Board of Directors to serve a one-year term. All directors shall hold office until their successors have been elected.

3.3 Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

3.4 Compensation: No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

3.5 Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

3.6 Nomination: Nomination for elected members to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

3.7 Election: Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

3.8 Regular Meetings of Directors: Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

3.9 Special Meetings of Directors: Special meetings of the Board of Directors shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings of the Board of Directors may be called by the President at any time, in his discretion, and must be called by the President whenever so requested in writing by two (2) members of the Board of Directors.

3.10 Notice of Meetings: Notices of special meetings of the Board of Directors shall be given by the President or Secretary to each member of the Board, not less than three days before the time at which such meetings are to convene. The notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notice of special meetings of the Board of Directors to state the purpose or objects of the meetings. The Directors may waive notice of meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

3.11 Quorum: A quorum at any meeting of the Board of Directors shall consist of a majority of the members on the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these By-Laws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide all questions, which may come before the meeting.

3.12 Powers: The Board of Directors shall have power to:

- (a) Suspend the voting rights of a Member during any period in which such a Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (b) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions in these By-Laws, the Articles of Incorporation, or the Declaration.
- (c) Declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors; and
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

3.13 Duties: It shall be the duty of the Board of Directors to:

- (c) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.
- (d) Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed.
- (e) As more fully provided in the Declaration:
 - i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - ii. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring action at law against the Owner personally obligated to pay the same;
- (f) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (g) Procure and maintain adequate insurance on property for which the association is responsible.
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the Association to carry out all of its duties and obligations under the Declaration.

ARTICLE IV

OFFICERS AND THEIR DUTIES

4.1 Enumeration of Officers: The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

4.2 Election of the Officers: The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.

4.3 Terms: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4.4 Special Appointments: The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority to perform such duties as the Board may, from time to time determine.

4.5 Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6 Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of office.

4.7 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person may simultaneously hold more than one of any of the other of offices, except in the case of special offices created pursuant to Section 4.4 of this Article.

4.8 Duties: The duties of the officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; and shall co-sign all checks and promissory notes.
- (b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Association, together with their addresses; and shall perform other duties as required by the Board.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to each Member.

ARTICLE V

MISCELLANEOUS

5.1 The Declaration: All provisions continued in the Declaration with regard to rights, powers, and duties of the Association, the Members thereof (including, without limitation, all classes of Members and qualifications and rights of the members of each class), and the Board of Directors thereof, are hereby incorporated into these By-Laws by this reference, with the effect as if such provisions were fully set forth herein.

5.2 Committees: The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

5.3 Books and Records: The books and records of the Association shall at all times, during reasonable business be open for inspection by any Member of the Association.

5.4 Indemnifications: The Association shall indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he, his testator, in testate, is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense of the action, suit or proceeding or in connection with any appeal in it. This right of indemnification shall apply in relation to matters as to which the director, officer, or employee, shall be adjudged in the action, suit or proceedings to be liable for negligence or misconduct in the performance of duty to the Association. The right to indemnification conferred by this Section shall not restrict the power of the Association to make any other indemnification permitted by law.

5.5 Fiscal Year: The fiscal year of the Association will be determined by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

5.6 Parliamentary Rules: Robert's Rules of Order (current edition) shall govern the conduct of all Association proceedings when not in conflict with Georgia Law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the person presiding over the proceeding.

5.7 Conflicts: If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws, then the provisions of Georgia Law, the Declaration, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

5.8 Notices: Unless otherwise specified in the Declaration or By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

- (a) If to a Member, at the address which the Member has registered in writing and filed with the Secretary or, if no such address has been registered, at the last known address of the Member;
- (b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed to be notice to all.

5.9 Finning Procedure: The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in such circumstances, which in the Board's determination, pose a danger to safety or property.

(b) Notices: Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state

- (iv) the nature of the alleged violation
- (v) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (vi) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing and;
- (vii) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing: If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain written statement of the results of the hearing.