

Harperfield Homeowners Association, Inc. Bylaws

Article I:

The corporation shall at any times maintain a registered office in the State of Georgia and a registered agent at that address, but may have other offices located within or without the State of Georgia as the Board of Directors may determine.

Article II: Members' Meetings

2.1 Annual Meeting.

A meeting of members (as defined in Section 5.1 herein) of the Corporation shall be held annually. The annual meeting shall be held in the months of either March, April, or May at such time and place and such date as the directors shall determine and as shall be specified in the notice of the meeting. Meetings cannot be held on legal or religious holidays.

2.2 Special Meetings.

Special meetings of the members may be called at any time by the Board of Directors, the President or upon written petition of Owners holding at least twenty-five (25%) percent of the Total Association Vote. The President shall promptly call a special meeting within thirty (30) days of the date of the petition (which is not required to be the date, time, or location requested in any petition submitted to the Association). Special meetings are not obligated more than once each quarter; if there are no new agenda items or proposals as listed in Section 2.9, special meetings may be held in longer intervals. The Board is encouraged to conduct at least one additional special meeting in addition to the annual meeting each year. No other business but that specified on the notice or agenda may be transacted at such special meeting unless it is time-sensitive or urgent in manner, and without the unanimous consent of all present at such meeting.

2.3 Place.

Annual or special meetings of members maybe held within or without the State of Georgia.

2.4 Notice.

Notice of annual or special members' meetings stating the place, day and hour of the meeting shall be given in writing at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting, but not more than 60 days before either. The notice shall be either mailed, dispatched by commercial overnight delivery, or electronically transmitted to the last known address (including facsimile telephone number and electronic email address) of record with the corporation, or personally given to each member. See Section 2.4.1 and 2.4.2 for specific instructions. Notice of any special meeting of members shall state the purpose for which the meeting is called. Notice of any meeting at which amendments to or restatements of the Articles of Incorporation, a merger of the Corporation, a share exchange, or the disposition of corporate assets requiring member approval is to be considered shall state such purpose, and shall further comply with all requirements of law. Notice of a meeting may be waived by an instrument in writing executed before or after the meeting. The waiver need not specify the purpose of the meeting or the business transacted, unless one of the purposes of the meeting concerns a plan of merger or consolidation, in which event the waiver shall comply with the further requirements of law concerning such waivers. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof unless the member shall provide written notice to the Corporation prior to the taking of any action by the

members at such meeting that his or her attendance is not to be deemed a waiver of the requirement that such notice be given or of the adequacy of any notice that may have been given to such member.

2.4.1 Method of Giving Notice.

Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and may be given via: personal delivery to the addressee; United States mail, first class, postage prepaid; Electronic Mail; Facsimile; or a secure web site (provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message). The default method will be via United States mail or personal delivery unless otherwise requested in writing (via regular mail or electronic mail) by the Lot owner. Should electronic mail be chosen as the preferred method, Lot owner may provide up to two email addresses and all notices should be sent to both.

2.4.2 Addressee.

Notice sent by one of the methods described in Section 2.4.1 above shall be deemed to have been duly given:

- a) If to a Lot Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
- b) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or
- c) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

2.5 Quorum.

Unless otherwise provided in the Declaration, a quorum at any meeting of Members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy or via absentee ballot, of Members entitled to cast one-half (50%) of the votes. No business shall be transacted at any meeting unless a quorum is present. However, a lesser number may adjourn the meeting for a period of not more than four (4) weeks from the date of the original scheduled meeting and the secretary shall cause a notice of the re-scheduled date of the meeting to be sent to those members who were not present at the meeting originally called. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement. If a quorum exists, action on a matter may be taken if within the voting group, the votes cast favoring the action exceed the votes cast opposing the action, unless a different threshold for taking action is otherwise stated in either the Declaration of Covenants or in these Bylaws (see Articles VI, VII, & VIII).

2.6 Action in Lieu of Meeting.

In the Board's discretion, any action to be taken at a meeting of the members of the Corporation, or any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

2.7 Proxy Voting.

Any member entitled to vote may do so by written proxy duly executed by the member setting forth the time period for which the proxy is valid. A proxy may be valid for one singular meeting or for another specified period of time not to exceed eleven (11) months. Proxies must be renewed after an eleven (11) month time period. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, US mail, electronic mail, or facsimile transmission to any Board member. Proxies may be revoked only by written notice delivered to the Secretary of the Association, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for the meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Any proxy shall cease upon sale of the lot. The Board shall send out new proxies for those that are up for renewal; they are also available upon request or will be available for download via the neighborhood website.

2.8 Ballots.

A written ballot shall be set forth for each proposed action and provide an opportunity to vote for or against each proposed action. An option for abstention will be provided; abstaining votes will count towards the quorum. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots will be numbered based on Lot number (not physical address) and only one ballot per Lot will be provided. Ballots may be turned in to the President or Secretary via personal delivery, US mail, electronic mail, or facsimile transmission, or in the event a meeting is scheduled to discuss the voting matter, ballots may be turned in at the meeting in-person prior to the adjournment of that meeting. A written ballot may not be revoked.

Board members are obligated to maintain confidentiality and discretion when collecting ballots, counting votes, and announcing voting results. In the event of a written ballot without a meeting, votes should be counted at a meeting where at least three current Board members are present in addition to a non-Board member representative from the Architectural Review Committee. In the event of a matter where voting is finalized at an annual or special meeting, all ballots, including those delivered prior to the meeting, shall be counted in-person by one Board member and confirmed by at least one other Board member prior to the adjournment of the meeting. The Association shall maintain such ballots in its file for at least three (3) years.

All solicitations for votes by written ballot shall: 1) indicate the number of responses needed to meet the quorum requirements; 2) state the percentage of approvals necessary to approve each matter other than election of directors, and 3) specify the time by which a ballot must be received by the Board in order to be counted. Formal written ballots may be sent via regular mail or as a separate electronic mail attachment for any matters regarding Covenants, Bylaws, or Rules & Regulations. Informal collection of voting may be used for opinion-based polling, planning of neighborhood events, or other non-governing matters.

2.9 Proposing New Business.

Any proposal for new business, agenda items, or amendments to Covenants, Bylaws, or Rules & Regulations should be formally submitted in writing to the Board of Directors. A proposal form is available upon request or will be available for download via the neighborhood website. Proposed items must have a sponsor, and may also have a co-sponsor, which will be listed publicly for all Lot

owners. Upon receipt of any proposal, the Board will determine the subject matter of the proposal and where it fits in for quorum and voting purposes and will notify the sponsor and/or co-sponsors. Any proposal must be brought to a vote within a maximum of 90 days; it is the Board's discretion to conduct a vote sooner, especially based on the subject matter and timely nature of the proposed items. Written ballots will be distributed for proposed items along with an explanation of the proposal and the sponsor(s) names. Proposals may be discussed at the special meeting for which they are on the agenda; sponsor(s) will have an opportunity to present their proposal and/or discuss any alternate solutions. Ballots for proposed items can be turned in prior to the meeting or can be held to wait for discussion. Voting will close at the adjournment of that particular meeting. If another option is proposed at the special meeting, and if a quorum exists, a new vote can be taken for the alternate option. If the number of votes exceeds the number required for the approval threshold based on the subject matter the proposal falls under, the proposed item shall pass approval.

Article III: Directors

3.1 Number & Term of Directors.

The corporation shall be managed by the Board of Directors, which shall consist of no less than three (3) and no more than five (5) members. The preference is an odd number for voting purposes; however at the Board's discretion, they can proceed with four (4) members. The term of each Director's service shall be two (2) years and shall extend until the next annual term renewal date, or until their successor is duly elected and qualified, or until they are removed in the manner provided for in Section 3.3 below. In order to stagger the terms of the Board Members, there will be an alternating pattern of replacing three (3) or two (2) Board Members each year. Upon recording of this Amendment to the Bylaws, the three (3) current Board Members' terms will expire in 2017, while the two (2) Board Members newly elected in 2016 will serve terms of two (2) years each. After the expiration of these initial terms, all Directors shall be elected to serve a term of two (2) years each and elections shall be held accordingly each year. While voting results will be announced at the annual meeting each year, terms will begin on May 1st of the given year and end on April 30th regardless of the date of the annual meeting. A director that has been replaced agrees to assist in a non-voting advisory role if called upon for thirty (30) days following their removal from the Board.

3.2 Qualifications & Composition of Directors.

Each director shall be at least 21 years of age. Directors shall be members and/or lot owners or spouses or cohabitants of such members; provided, however, no Person and his spouse or cohabitants may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association. Further, Directors must maintain their Harperfield lot as their primary residence.

3.3 Removal of Members of the Board of Directors.

Any or all of the Directors may be removed with cause by vote of the members or by action of the Board of Directors. Directors may be removed without cause only by a majority vote of all members, at which time a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 3.4 below. Any director who has had excessive unexcused absences from regularly scheduled Board meetings may be removed by the

vote of a majority of the other directors. Any director who has received notices for violations of Covenants, Bylaws, or Rules & Regulations is subject to removal from the Board of Directors without a member vote. If the lot or home of a Director is on the market for a period exceeding sixty (60) days, they are subject to removal upon a majority vote of the other directors. Any director whose removal has been proposed shall be given at least fourteen (14) days notice of calling the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

3.4 Vacancies.

The place of any director which may become vacant prior to the expiration of his term shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors, except in the case a removal of a director is caused by a vote of the membership. Any such director elected to fill a vacancy, either by the Board of Directors or the members, shall be elected for the unexpired term of the director whose place has become vacant.

3.5 Conflicts of Interest.

Any member with existing or potential agreements or contracts with the HOA for payment of services rendered is not eligible to serve or remain on the Board of Directors.

3.6 Meetings.

The directors shall meet annually, without notice, following the annual meeting of the members. Special meetings of the directors may be called at any time by the President or by any director, on two days' written notice to each director, which notice shall specify the date, time and place of the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communications equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof. The directors shall meet within thirty (30) days of the annual meeting. Directors shall meet at least once every 90 days, or once per quarter, throughout their term.

3.7 Action in Lieu of Meeting.

Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and any further requirements of law pertaining to such consents have been complied with.

3.8 Action of the Board & Quorum of Directors.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business. Unless otherwise required by law, the vote of a majority of the directors present at the time of vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

3.9 Powers and Duties.

The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and

exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- a. Preparing and adopting of an annual budget and determining annual dues;
- b. Collecting special assessments and/or utilizing Reserve Funds to cover the costs of any safety-related issue or any issue that directly affects the full functionality or usage of the neighborhood amenities;
- c. Collecting special assessments and/or utilizing Reserve Funds to defray additional Common Expenses, provided there is notice given and a 30-day period for members to voice their concerns as noted in the Declaration of Covenants; such assessment or use of funds may be overruled by a majority (51%) of all members if expressed within that 30 day period;
- d. Establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- e. Providing for operation, care, upkeep, and maintenance of all of the areas which are the maintenance responsibility of the Association;
- f. Procuring bids for any third-party contracts at least once every two years, making substantial efforts to procure at least two additional bids in addition to the current provider;
- g. Employing a manager, independent contractor, or such other employees as deemed necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, including any repairs, additions, or improvements to, or alterations of the Common Property in accordance with the other provisions in the Covenants and these Bylaws, after damage or destruction by fire or other casualty;
- h. Collecting the assessments, depositing the proceeds thereof in a financial depository or institution which is shall approve, and using the proceeds to administer the Association;
- i. Opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- j. Obtaining and carrying insurance against casualties and liabilities, as provided in the Covenants, and paying the premium cost thereof;
- k. Publishing & enforcing all Declarants, Bylaws, Rules & Regulations, and imposing sanctions or penalties for violation thereof, including, without limitation, reasonable monetary fines;
- l. Enforcing by legal means the provisions of the Covenants, these Bylaws, and the Rules & Regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- m. Suspending the voting rights and right to use of the neighborhood amenities of a Member during any period in which such 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 following abatement for infraction of published Rules & Regulations;
- n. Keeping a complete record of all of its acts and corporate affairs including detailed accounts of receipts and expenditures affecting the Association and its administration and providing records upon written request within fourteen (14) days to any Member if a legitimate reason is presented and if it does not pertain to any confidential matters. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

3.10 Nominations for Board of Directors.

Nominations will be accepted annually for a two-week time period from March 1st through March 15th to allow for time to create and distribute ballots prior to the annual meeting; nominations will not be accepted from the floor at the annual meeting. A member cannot nominate themselves, and

must be nominated by another Lot owner. Nominees shall be notified immediately upon the conclusion of the nomination period to either accept or decline the nomination. The minimum number of nominees required must equal the number of vacant spots to be filled that year. If there are not enough nominees to meet this requirement, the Board of Directors shall nominate and elect the additional members needed. In the event there are three times the number of nominees as seats to fill (nine nominees in a year that three vacancies are to be filled or six nominees in a year that two vacancies are to be filled), there will be a preliminary round of voting to narrow the candidates down to the minimum number of nominees (either four or three depending on the year).

3.11 Elections for Board of Directors.

Initial ballots to elect members for the Board of Directors shall be mailed out with the notice of the annual meeting. If a preliminary round of voting is necessary based on the number of nominees, the ballots should be mailed out as soon as possible to allow for two rounds of voting prior to the annual meeting. Voting will be conducted by secret written ballot. The number of ballots received for an official vote must meet the standards of a quorum, otherwise all existing members of the Board of Directors would remain in place. In the case of a tie in the final voting round, there will be a run-off or tiebreaker vote conducted at the annual meeting with secret written ballots passed out to the meeting attendees to finalize the election prior to adjourning the meeting.

Article IV: Officers

4.1 General Provisions.

The officers of the Corporation shall consist of a President, a Secretary and a Treasurer who shall be elected by the Board of Directors, and such other officers as may be elected by the Board of Directors or appointed as provided in these bylaws. Each officer shall be elected or appointed for a term of office running until the meeting of the Board of Directors following the next annual meeting of the members of the Corporation, or such other term as provided by resolution of the Board of Directors or the appointment to office. Each officer shall serve for the term of office for which is elected or appointed and until his successor has been elected or appointed and has qualified or his earlier resignation, removal from office or death. There are no term limits for officer positions. Any officer elected or appointed by the Board may be removed by the Board with or without cause. The President, Secretary, & Treasurer must all be held by different members and must members of the Board of Directors. In the event of absence, inability, or refusal to act by the President, another officer, who must also be an elected Director, shall be appointed by the Board to serve as Vice-President and shall have all the powers and functions of the President until the President can resume normal duties; in this instance, an officer may hold their current position in addition to Vice-President. Should the appointment last longer than ninety (90) days, the Board shall restructure the officer positions and elect a new President.

4.2 President.

The President shall be the chief executive officer of the Corporation and shall have general and active management of the operations of the Corporation. He shall be responsible for the administration of the Corporation, including general supervision of the policies of the Corporation and general and active management of the financial affairs of the Corporations, and shall execute bonds, mortgages or other contracts in the name and on behalf of the Corporation. To serve as President, the member shall have already served as a member of the Board of Directors for at least one year (either as President or other officer).

4.3 Secretary.

The Secretary shall keep minutes of all meetings of the members and directors and have charge of the minute books, stock books and seal of the Corporation and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or the Board of Directors.

4.4 Treasurer.

The Treasurer shall receive and deposit through appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; perform a financial review of the accounts annually or obtain an audit from an independent accountant if requested by majority member vote as outlined in Article 8.3; 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 to each of the Members.

4.5 Members At Large.

Elected Board Members that do not hold a specific office will be considered Members at Large. They may be required to assist any of the officers in their duties, to act during the absence or disability of the president if so appointed, or to serve as the Board member on any given committee.

4.6 Assistant or Other Officers.

Assistants to the Secretary and Treasurer may be appointed by the President or by the Board of Directors and shall have such duties as shall be delegated to them by the President or the Board of Directors. Other offices may be created by the Board, and the Board members who hold such offices shall have such titles and duties as are defined by the Board. Only elected Board Members will have Board voting rights, and each Board Member will only have one vote regardless of the number of offices held.

Article V: Membership, No Capital Stock and Voting

5.1 Membership; No Capital Stock.

The Corporation shall have no stock or stockholders or shareholders; each person or entity owning a Lot within Harperfield Subdivision shall automatically be a member of the Corporation, which such membership shall continue during the period of such ownership by such Lot owner.

5.2 Voting

Each Lot within Harperfield Subdivision shall be entitled to one (1) equally weighted vote, which vote may be cast by the Owner, the Owner's spouse, the cohabitant of the Owner or by a lawful proxy as provided below. When more than (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. No owner shall be eligible to vote, either in person or by proxy, or to act as proxy for any other member or to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of

any Owner have been suspended, that Owner shall not be counted as an eligible vote for the purposes of establishing a Majority or a quorum.

Article VI: Amendment

These bylaws may be amended upon the affirmative vote or written consent or any combination of affirmative vote and written consent, of Owners holding at least two-thirds (2/3) of the total member vote. Amendments to the Bylaws shall become effective upon recordation, or upon the adjournment of the meeting where voting is conducted, unless a later effective date is specified in the amendment.

Article VII: Covenants and Rules & Regulations

7.1 Amendments to Covenants or Rules & Regulations.

The Community shall be used only for those uses and purposes set out in the Declaration. No amendments shall be made to the Declaration of Covenants without the approval of a two-thirds (2/3) vote of the total members.

A compilation of Rules & Regulations shall be created to govern the conduct, use, and enjoyment of Lots and the Common Property. Additions to the Rules & Regulations may be considered through the Proposal process outlined in Section 2.9, however they must pass an affirmative vote of a majority (51%) of the total members. Any Rules & Regulations may be repealed or amended by the affirmative vote or written consent of a majority (51%) of the total member vote. Copies of all such Rules & Regulations shall be furnished or available to all Owners and Occupants.

The Board of Directors has the authority to create, amend, or repeal a Rule & Regulation only if it pertains directly to the safety of the members or full functionality of the Common Property so long as they provide a probationary period of 30 days during which no violations or enforcement can occur, so the members have an opportunity to voice any concerns. Any such motion passed by the Board can be overruled within the 30-day period, or any time thereafter, by a majority (51%) of the total members.

7.2 Authority and Enforcement.

The Board of Directors shall have the authority to enforce the Declaration, Bylaws, and Rules & Regulations of the Association. Every Owner and Occupant shall comply with the Declaration, Bylaws and Rules & Regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Rules & Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress from a Lot. In the event that any Occupant of a Lot violates the Declaration, Bylaws, or Rule & Regulation and a fine is imposed, notice of such violation should be sent to the Owner and the Occupant, and the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any Rule & Regulation shall not be

deemed a waiver of the right of the Board to do so thereafter. The reasonability of a fine can be questioned by a majority (51%) vote of members.

7.3 Fining and Suspension 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) **Notice.** If any provision of the Declaration or Bylaws or any Rule & Regulation of the Association is violated, the Board shall serve the violator with written notice either via personal delivery, electronic or first class mail, if the violation is not a continuing one, or via certified mail, return receipt, if such violation is a continuing one, sent to the address of the member shown on the Association's records, which shall state:
 - 1) The nature of the alleged violation
 - 2) The action required to rectify or abate the violation
 - 3) The time period, not less than ten (10) days (or, in the event of an unapproved sign, twenty-four (24) hours) during which the violation may be rectified or 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.
 - 4) That the violator may within ten (10) days (or, in the event of an unapproved sign, twenty-four (24) hours) from the date of the notice, request a hearing regarding the fine imposed;
 - 5) That all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

- b) **Hearing.** If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

If the violation involves an issue which should fall under the jurisdiction of the Architectural Review Committee, any construction must cease immediately until the process outlined above is completed.

7.4 Additional Enforcement Rights.

Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Declaration, the Bylaws, or the Rules & Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 7.2 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the Rules & Regulations; provided, however, the process noted in Section 7.3 has been followed, and written notice shall be given to the Owner of the Lot at least five (5) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

Article VIII: Miscellaneous

8.1 Committees.

The Board of Directors shall create and maintain an Architectural Control Committee, Pool Committee, and any other committees deemed necessary for handling neighborhood issues. A committee can also be created upon majority (51%) vote of the members of the association. Members shall be appointed through the Board either by soliciting volunteers or accepting nominations. Committees should be comprised of Lot Owners or their spouses or cohabitants, and each committee shall have at least one Board member serving upon it who shall be the chairperson and tiebreaking vote whenever necessary. Committee members can be removed and/or replaced anytime by a unanimous vote of the committee members themselves, the Board of Directors, or by a majority (51%) vote of all homeowners. Neither committee members, nor their designated representatives, shall be entitled to any compensation simply for performing the duties of their committee.

- a) The Architectural Review Committee shall be composed of no more than four members of the association, and there should never be more than two positions replaced in a given year. It is the discretion of the Board to limit turnover on this committee to provide continuity in protecting the covenants of the neighborhood.
- b) The Pool Committee shall be comprised of at least four members of the association to be responsible for general pool maintenance, checking chemical levels of the pool, cleanliness of bathrooms, working order of the dedicated phone line, and any other items as designated by either the Board of Directors, majority of the Pool Committee members, or majority of the quorum at an annual meeting. Pool Committee members have a duty to notify the Board of any necessary repairs, excessive cleaning requirements, violations of posted rules, or safety-related issues in a timely manner.

8.2 Financial Review.

A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a majority of the total member vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant.

8.3 Fiscal Year.

The fiscal year of the Association shall be the calendar year, unless a resolution of the Board of Directors determines otherwise for the best interest of the Association.

8.4 Conflicts.

If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association and the Bylaws (in that order) shall prevail.

8.5 Parliamentary Rules.

If necessary, by resolution of a majority of the Board of Directors, "Robert's Rules of Order" shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

8.6 Website Management & Electronic File Storage.

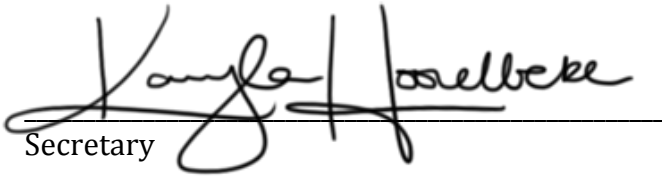
The Board shall appoint a Technology Chairperson to create and manage a website for the neighborhood for the purposes of making announcements and providing online access to governing documents and forms. This Technology Chairperson may appoint, but is not obligated to, assistants to aid in this process, with approval from the Board, that are current members of the Association in good standing. The Technology Chairperson will also manage electronic file sharing storage along with official electronic mail accounts of the Board of Directors and/or Officers to provide continuity in the event new Directors are elected or new Officers are appointed. This will include storage and protection of the electronic mail in a main database to maintain electronic records of the Association. This Technology Chairperson shall be a member in good standing; they will not have any Board voting rights from this position, however they are eligible to be elected to the Board or may have a spouse or cohabitant that is serving on the Board. The Technology Chairperson shall serve in perpetuity unless either a) they formally give notice of resignation to the Board of Directors, b) they are no longer an Owner or member of the Association, or c) there is a vote by the majority of the total members or a majority of the Board of Directors to appoint a new Technology Chairperson.

Compensation for the position of the Technology Chairperson's time may be deemed necessary depending on the extent of the service or project requested, however it must be approved by a unanimous vote of the Board of Directors. Separately, fees for managing and protecting the electronic content of the neighborhood may be incurred, and the Technology Chairperson is obligated to engage in services at a reasonable cost with approval from the Board of Directors. The Technology Chairperson agrees and is obligated to maintain a reasonable level of confidentiality and restraint in discussing any issues they are made aware of through their role in this position with other members of the Association.

Should a new member be appointed, the former Technology Chairperson is obligated to share all pertinent passwords, logins, and access rights so that the new appointee may take over the role of website management and electronic file storage. The former Technology Chairperson, however, is not obligated to assist in instruction beyond a reasonable expectation. If the appointed Technology Chairperson does not have the capacity to manage the website and electronic mail files on their own, they will be the liaison, along with a Board member, to an outside third-party as chosen by the Board of Directors, to manage the electronic affairs of the Association.

The Board is obligated to share all pertinent passwords, logins, and access rights with their replacements if they are no longer serving, and protect the security of these items during their tenure. They should also change passwords on an annual basis to ensure optimal security from year to year as Board Members may change.

Adopted by member vote as of the 28th day of July, 2016.


Secretary