

# **LITTLE MILL ESTATES**

## **COVENANTS**

### **ADDENDUM**

This addendum to the LITTLE MILL ESTATES COVENANTS is set forth to clarify the rules, rights and obligations in regards to the “Association” and each “Owner” in the LITTLE MILL ESTATES Subdivision.

**ARTICLE I**  
*DEFINITIONS*

Section 1. “Association” shall mean and refer to LITTLE MILL ESTATES HOMEOWNERS ASSOCIATION Inc., its successors and assigns.

Section 2. “Board of Directors” shall mean and refer to the Association’s Board of Directors as provided for in the Association By-Laws.

Section 3. “Member” shall mean and refer to those persons entitled to membership as provided in this addendum.

Section 4. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any improved lot on which there exists a completed home, which is or has ever been occupied as a residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. “Subdivision” shall mean and refer to all or any portion of land which has been recorded as such per plat in the office of the Superior Court of Gwinnett County, Georgia.

**ARTICLE II**  
*PROPERTY RIGHTS*

Section 1. MEMBER EASEMENTS of ENJOYMENT: Every Member shall have a right and easement of enjoyment to the Common Areas, if any, which shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to suspend voting rights by a Member for any period during which any assessment against a member’s lot remains unpaid;

(b) **conditioned on a written instrument signed by 2/3rds Members agreeing to such action and the purposes and conditions thereof and subject to existing easements,** the right of the Association to (1) dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility; or (2) mortgage or convey all or any portion of Common Area.

Section 2. RESERVATION of EASEMENT to the ASSOCIATION: The Association, its agents or assigns shall have and is hereby granted an easement as necessary or incidental for ingress and egress over thru and across any Lot or Common Area to (1) maintain, repair, remove or replace the Subdivision “Amenities”, if any, or Subdivision

detention pond(s); or (2) to cure a violation of this Declaration by removal of the item(s) causing the violation (e.g. sign, vehicle, or other matter whatsoever) which constitutes the violation or to otherwise cure the violation by performing such maintenance or other corrective action necessary to cure the violation.

Section 3. DELEGATION of USE: Any Owner may delegate, in accordance with this Declaration, his/her right of enjoyment to the Common Area and facilities (if any) to the members of his/hers family, tenants, or contract purchasers who reside on the property.

### **ARTICLE III** *MEMBERSHIP AND VOTING RIGHTS*

Section 1. Every Owner shall be Members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership:

Class A: Class A membership shall be all Owners, and Class A Members shall be entitled to one vote for each lot owned. When more than one person and/or entity holds an interest in any lot, all such persons and/or entity shall be Members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B member shall be any mortgage company, agents, assigns, or contract purchasers of any lot that is either vacant or residency has not taken place and shall be entitled to ½ vote for each lot they hold interest in. Class B membership shall cease and be converted to Class A membership on the happening of the following:

- (a) Lot is sold to a new Owner
- (b) Contract Purchasers take custody of lot and take up residency. At which time said converted membership will have the voting rights of Class A members.

### **ARTICLE IV** *COVENANT FOR MAINTANCE ASSESSMENTS*

Section 1. Creation of the Lien and Personal Obligation of Assessments or Charges. Each Owner, by acceptance of a deed for any lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- ( a ) Annual assessments or charges;
- ( b ) Special assessments for capital improvements, or other purposes; or
- ( c ) other assessments or charges as may be established as hereinafter provided.

The assessments or charges, whether they be annual, special, fines or other, together with interest, costs and reasonable attorney's fees (collectively the "Sum"), shall be a charge on the lot(s) and shall be a continuing lien thereon. The Sum, shall also be the personal obligation of the Owner of such Lot(s) at the time when assessed or incurred. The personal obligation for the Sum shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied and provided for herein shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members and their tenants and, in particular, for the servicing, improvement and maintenance of the following:

- ( a ) the amenities of the Subdivision, if any present or future, even though such amenities may be located, partially or entirely, on contiguous public right of way, Lot or Common Area, when such improvements are or were made by the Association, to enhance the look, desirability, uniformity or pleasantness of the Subdivision (such improvements are collectively herein referred to as the "Amenities"). The Amenities include, without limitation: (1) the entrance area statement (e.g. signs, monuments, walls, landscaping, berms, slopes, fences, lighting, irrigation, drainage or other improvements whatsoever and (2) the inclosure improvements of the perimeter of the Property (e.g. fencing, walls, hedges, landscaping, or other improvements whatsoever);
- ( b ) the Common Area, if any, and such improvements related thereto;
- ( c ) the detention pond and such improvements related thereto which are shown on the Subdivision plat or revision thereof or are subsequently added by the Association; and
- ( d ) in the event the Subdivision sidewalks are not maintained or replaced by the controlling municipal or county authority, then, in that event, for the maintenance or replacement thereof.

Section 3. Maximum Annual Assessment. The annual assessment shall be \$150.00 dollars per Lot payable in advance. Each year thereafter the annual assessment may be increased:

- ( a ) without a vote by the Members by not more than 10% above the assessment for the previous year; or
- ( b ) with an affirmative 2/3<sup>rd</sup> majority vote, held in accordance with the by-laws, of each class of Members entitled to vote.
- ( c ) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted above.

Section 4. Special Assessments for Capital Improvements or Other Purposes: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto or for the benefit of the Association provided that such special assessment shall be authorized with an affirmative 2/3<sup>rd</sup> majority vote, of each class of Members entitled to vote. If the special assessment is approved, the Board of Directors shall determine the date when payment thereof shall be

due.

Section 5. Notice and Quorum for Any Action. Sufficient notice of any meeting called for the purpose of taking any action authorized by this Declaration is sufficient by posting a sign at the entry to the Subdivision at least 72 hours prior to the meeting denoting the time, date, and place of the meeting, and if applicable, the fact that a special assessment will be considered at such meeting. At any meeting, the presence of Members or of the proxies entitled to cast 40% of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, a “subsequent” meeting may be called subject to the same notice requirement, and the required quorum shall then be one half of the required quorum at the preceding meeting. No “subsequent” meeting shall be held more than 60 days after the first set meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Owners and may be collected on a yearly or other basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall be calculated on the day of the conveyance of the Lot to an Owner. The annual assessments shall run for a calendar year from January 1 to and including December 31. The first annual assessment shall be prorated on the current assessment amount through December 31<sup>st</sup> of the year of purchase and shall be collected from the Owner at closing. That Owner shall not be effected by any change in the annual assessment until January 1<sup>st</sup> of the year following the Owner’s purchase, but shall be subject to special assessments as provided in Section 4. The Board of Directors shall fix the amount of the annual assessments and notice thereof shall be provided to every Owner by mail or posting, fifteen (15) days or more before assessment is due. The due date shall be January 15<sup>th</sup> of each year unless changed by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: ANY assessment not paid within thirty (30) days after the due date is considered delinquent and shall bear interest from the due date at the rate of 15% per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or file and foreclose it as a lien on the Lot, or both. NO Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a Lot from liability for any assessment thereafter becoming due or from the lien thereof.

**ARTICLE V**  
*ARCHITECTURAL CONTROL*

Section 1. Detention Pond Maintenance. Any and all detention ponds as shown per plat shall be maintained by the Association. The Association shall have an easement for ingress and egress on any Lot affected by a detention pond or any part thereof is found to the extent reasonably necessary to accomplish this purpose, as well as the right to removed obstructions to said purpose and the right to require the cooperation of others, who have an interest therein, to not hinder those actions reasonably necessary to effect such purpose.

Section 2. Lawn Maintenance. The Board of Directors or the Architectural Control Committee or their representatives, including, but not limited to a landscaping company or individual chosen by them, shall have the right to take action necessary or convenient to accomplish the mowing of the front lawns of all Lots of Owners and Other Builders in the Subdivision which are not properly maintained by the Owner or Builder of the Lot and to maintain the Entrance Area of the Subdivision. This right shall include, without limitation, the right of ingress and egress on the Lot of the Owner or Builder to the extent reasonably necessary to accomplish this purpose, the right to remove or cause to be moved obstructions to said purpose and the right to require the cooperation of others, who have an interest therein, to not hinder those actions reasonably necessary to effect such purpose. CURB TREES which are dead shall be replaced by the Association after the approval of a majority of members entitled to cast votes.

Section 3. Release. Each Owner, Member, his descendants, ancestors, dependants, heirs, executors, and assigns, hereby fully releases, discharges, and holds harmless the Association or their agents, office, directors, stockholders, members, employees, representatives, successors, and assigns, from any and all rights, claims, actions, causes of action, damages, loses, or injuries of whatever form or kind, the Owner, his descendants, ancestors, heirs, executors, and assigns has or may hereafter have against the Association, their agents, offices, directors, stockholders, members, employees, representatives, successors, and assigns arising from the right of the Association to correct any deficiency, remove any fence, maintain the detention pond and facilities, or mow the front lawn of any Owner's and Other Builders Lot as set forth in this Article V. Each Owner and Other Builder, his descendants, ancestors, dependents, heirs, executors, and assigns hereby assumes full responsibility for any injuries, damages, losses or liability which he may hereafter incur from the above specified right of the Association.

The right of the Association to correct any deficiency, remove any fence or mow the front lawn of an Owner's Lot shall in no way effect the responsibility of an Owner to maintain his front lawn and remainder of his Lot in accordance with the provision with of Article V, and other provisions of this Declaration and related documents.

Section 4. Fines. In addition to any other rights of enforcements of the provisions of this Declaration including, but not limited to, the Architectural Control provisions of Article V, rules set forth and which are promulgated in accordance with Article V, the

duty to cooperate in the mowing of front lawns in accordance with Article V, Board of Directors or the Architectural Control Committee shall have the right to assess fines for and violations of said provisions not exceed \$25.00 per week per violation for each week, or part of a week the violation remains uncured. The Board of Directors or the Architectural Control Committee shall provide written notice to the violator, which notice shall specify the date of the beginning of the violation and the fact that the specified fine shall be assessed one week from the beginning of the violation until cured unless adequate explanation for the violation, in the sole discretion of the Board of Directors or the Architectural Control Committee, shall be given by the violator. In the event that a fine under this Section is imposed then it shall be immediately due and payable and shall constitute a lien on the property, which may be filed and foreclosed, and shall bear interest at 15 percent (15%) per annum until paid. The lien of the fine provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment fine.

## **ARTICLE VI** *INSURANCE*

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area, if any, insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance.

Insurance coverage with respect of the Common Area shall be written in the name of, and proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for the property for which the insurance was carried by the Association are common expenses included in the annual assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed property, the Association may make Reconstruction Assessments against all Lots to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual assessments made against such lot. Said Reconstruction Assessment will be in equal amounts for each Lot and will be made for only the amount which the insurance proceeds fails to cover.

Section 3. Annual Review of Policies. The Board of Directors shall review the Association's insurance policies, if any, for adequacy of coverage as compared to the capital value of Amenities which may be damaged or destroyed.

**ARTICLE VII**  
*GENERAL PROVISIONS*

Section 1. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter, except as provided in this Declaration.

Section 2. Change of Restrictions. To clarify the original Declaration of Covenants, Dated 28 Oct. 2003, Article Three, General Covenant and Restrictions, Section 6. The following change shall be implemented concerning trailers, motor homes, boats etc. Trailers (open or boxed) may be parked in the driveway, provided they are maintained, neat, clean and licensed and do not block the adjacent sidewalk. Boats or other watercraft may be placed in back yard so long as they are not visible from the street, or parked in the driveway, provided they do not block the adjacent sidewalk. At no time will any vehicle or other such type equipment be placed or stored on the front lawn, nor be in violation of any local, county, state ordinance or law. All other provisions of Article Three Dated 28 Oct. 2003, shall remain in effect unless changed by a vote of each class of members entitled to vote as stipulated in this Declaration.

Section 3. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment. The easements, covenants, conditions, and restrictions, of this Declaration shall run with and bind the Land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument signed by seventy-five percent (75%) of each Class of Members. This Declaration may be amended during the first twenty (20) year period and thereafter by an instrument signed by not less that seventy-five percent (75%) of each Class Members. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the property with the consent of two-thirds (2/3) of each class of Members.

Section 6. Indemnity. The Association shall have the right to retain legal counsel and to indemnify, defend, and hold harmless its directors, officers, agents and employees for actions arising out of their acts on behalf of the Association, except for intentional torts committed by them, either before or after such acts are committed by them.

Section 7. Attorney Fees. The prevailing party in any dispute under this Declaration or in the enforcement of the obligations and covenants hereunder shall be entitled to the award of reasonable attorney fees and litigation expenses in addition to other damages.

Section 8. Notices. It shall be the responsibility of each Member of the Association to notify the Secretary of the Association in writing of his/her name, current address, and telephone number for use in entering and maintaining his/her name in the membership rolls of the Association. The Association shall not be held responsible however for any unintentional failure to properly list the names, addresses, and telephone numbers of its Members.

IN WITNESS WHEREOF, the undersigned, being duly elected officers of LITTLE  
MILL ESTATES HOMEOWNERS ASSOCIATION INC., has hereunto set its hand this  
the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ron Reitz, President

\_\_\_\_\_  
Joseph Pfeiffer, Treasurer

\_\_\_\_\_  
Stirling Flynn, Secretary

\_\_\_\_\_  
Notary Public

**BY-LAWS  
OF  
LITTLE MILL ESTATES HOMEOWNERS ASSOCIATION**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is LITTLE MILL ESTATES HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as the “Association”. Meetings of members and directors may be held at such places within the State of Georgia, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. “Association” shall mean and refer to Little Mill Estates Homeowners Association Inc., its successors and assigns.

Section 2. “Board of Directors” or “Board” shall mean and refer to the Association’s Board of Officers as provided for in the Association’s By-Laws.

Section 3. “Common Area” shall mean and refer to all real property (including the improvements thereto) owned by the Association, if any, for the common use and enjoyment of the Owners.

Section 4. “Declaration” shall mean and refer to the Declaration of Covenants, Amendments, and Conditions and Restrictions of Little Mill Estates Subdivision applicable to the property and recorded in the office of Gwinnett County Superior Court Deed Records.

Section 5. “Lot” shall mean and refer to any land shown upon any recorded subdivision map of the property with the exception of the Common Area and delineated public streets.

Section 6. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any improved lot which is a part of the Property, and on which property there exists a completed home which is or has ever been occupied as a residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. “Property” shall mean and refer to that certain real property described in the Declaration, and such additional property thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the Declaration.

Section 9. “Subdivision” shall mean and refer to all or any portion of the property which has been recorded as such per plat in the office of the Superior Court of Gwinnett County.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner shall be Members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership:

Class A: Class A membership shall be all Owners, and Class A Members shall be entitled to one vote for each lot owned. When more than one person and/or entity holds an interest in any lot, all such persons and/or entity shall be Members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B member shall be any mortgage company, agents, assigns, or contract purchasers of any lot that is either vacant or residency has not taken place and shall be entitled to ½ vote for each lot they hold interest in. Class B membership shall cease and be converted to Class A membership on the happening of the following:

(a) Lot is sold to a new Owner

(b) Contract Purchasers take custody of lot and take up residency, at which time said converted membership will have the voting rights of Class A members.

### **ARTICLE IV**

#### **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of the organizational meeting of the Association and each subsequent regular annual meeting of the Members shall be held on a designated date and time each year thereafter as selected by the Board of Directors. All meetings shall be open and members shall be allowed to participate in any and all discussions.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association upon written request of one-fourth (¼) of all members entitled to vote.

Section 3. Notice of Meetings. Notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by posting

a sign at the entry to the subdivision at least seventy-two (72) hours prior to such meeting denoting the place, date and time of the meeting.

Section 4. Quorum. The presence of the Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of all the membership votes shall constitute a quorum at a meeting for any action, except as otherwise provided in the Declaration, or these By-Laws. If the required quorum is not present, a “subsequent” meeting may be called subject to the same notice requirement, and the required quorum shall then be one half (½) of the required quorum at the preceding meeting. No “subsequent” meeting shall be held more than 60 days after the first set meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot. No Standard Proxies shall be utilized, only Specific Proxies for the designated meeting is authorized.

## ARTICLE V

### OFFICERS: SELECTION: TERM OF OFFICE: DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Secretary, Treasurer, and two (2) Board Members. Officers need to be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first annual meeting and then following each second annual meeting, of the members, by majority vote of the members. The officers shall serve until they shall resign or be replaced.

Section 3. Term. After the initial annual meeting, the officers of the Association shall be elected bi-annually by members each shall hold office for two years unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 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 giving written notice to the Board, the President or the Secretary. Such resignation shall take affect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall, not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officers appointed such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of President, Secretary, and Treasurer may be held by the same person, except no person shall be both President and Treasurer.

Section 8. Duties. The duties of the Officers/Board are as follows:

### **PRESIDENT**

(i) The President shall preside at all meetings; shall see that orders and resolutions are carried out; shall sign all leases, mortgages, deeds, and other written instruments and may sign all checks and promissory notes.

(ii) Shall suspend the voting rights and the right to use the facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

(iii) Shall employ a manager, lawyer, and independent contractor or such other employees as deemed necessary, and to prescribed their duties.

(iv) Shall establish a lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against an Owner personally obligated to pay the same.

### **SECRETARY**

(i) The Secretary shall record the votes and keep the minutes of all meetings and proceedings; serve notice of meetings of the Association; keep appropriate current records showing the Members of the Association together with their addresses; and may sign all checks and promissory notes.

(ii) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(iii) Publish rules and regulations governing the use of all Common Area and facilities, if any, and the personal conduct of the members and their guest thereon.

(iv) Declare the office of any Board member to be vacant in the event such member shall be absent from three (3) consecutive regular meetings without being excused by the President.

### **TREASURER**

(i) The Treasurer shall receive and deposit, in appropriate bank account, all monies of the Association and shall disburse such funds as directed by resolution of the Members; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association to be made, shall prepare an annual

budget, if necessary or required, and shall have a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members

(ii) Provide notice of each assessment to every Owner subject thereto in advance of each annual assessment period.

(iii) Make payable to appropriate party any debit incurred by the Association, (e.g. Taxes, Insurance, Utilities), as so directed by the Membership.

## **BOARD MEMBERS**

(i) The Board Members shall supervise all officers, agents and employees of the Association and see to it that their duties are properly performed, and in that capacity, shall act as Trustees and audit the books of the Treasurer as required by the Association By-Laws.

(ii) Shall cause the Common Area to be maintained, or improved, and taxes paid therefore.

(iii) Shall cause the mowing of front lawns as provided in the Declaration, and the entrance of the Subdivision to be maintained.

(iv) Shall carry out the purposes of the Association ,as required by the Membership.

## **ARTICLE VI**

### **COMMITTEES**

The Board, by majority vote, may appoint an Architectural Control Committee composed of at least one member of the Board. In addition the Board may appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE VII**

### **BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, upon reasonable notice, be available for inspection by any Member, that is in good standing. A copy of the Declaration, Covenants and By-Laws shall be available to any Member, in good standing, and additional copies available at a reasonable cost.

## **ARTICLE VIII**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association, annual or special assessments or fines ( collectively the “Charge”). Such charge shall be secured by a continuing lien upon the Lot(s) against which the Charge is made. Any Charge which is not paid when due shall be delinquent. If the Charge is not paid within thirty (30) days after the due date, the Charge shall bear interest from the due date at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot(s), and interest, costs and reasonable attorney’s fees of any such action shall be added to the amount of the Charge. No Owner may waive or otherwise escape the liability for the Charge provided for herein by nonuse of the Common Area, if any, or abandonment of a Lot. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Area, if any, and the payment of taxes, hazard and liability insurance, and any utilities on property owned by the Association and for other purposes of the Association.

## **ARTICLE IX**

### **AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE X**

### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

IN WITNESS WHEREOF, we being duly elected Officers of the Association, have hereunto set our hand this the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Ron Reitz, President

\_\_\_\_\_  
Joseph Pfeiffer, Treasurer

\_\_\_\_\_  
Stirling Flynn, Secretary

\_\_\_\_\_  
Sonia Hicks, Board Member

\_\_\_\_\_  
Kirk Hudson, Board Member

\_\_\_\_\_  
Trent Plott, Board Member

\_\_\_\_\_  
Robert Kennney, Board Member

### **CERTIFICATION**

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the Association, a Georgia Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Members thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Stirling Flynn