

# Welcome to Irongate



The Irongate Homeowners Association would like to welcome you to the area, and thank you for choosing to become a part of our neighborhood. Irongate Subdivision has nearly 250 homes and construction of homes continues. The Irongate community was established in 1973. Our subdivision is a covenant community. In spite of our size we look out for each other. If you see anything that appears strange, please call 911.

The Irongate Homeowners Association Board is elected by the community to oversee the daily functions and responsibilities of the Association. It is also a function of the board to assist the Irongate developers, Mr. H. Lehman Franklin Jr. and Mr. David Bobo to administer and maintain compliance with the established covenants and bylaws of the Association. This Board consists of a President, Vice President, Secretary and Treasurer. There are also committees for Gate Entrances and Beautification, Maintenance & Improvement, Government Liaison, Newsletter, Welcome & Block Captains and Social Planning. Other Committees may be appointed by the President as needed. We ask you to consider serving in these important positions and to always support your neighbors who currently are serving.

Social events such as the Annual Fall Yard Sale, Spring Fling, Holiday Social and Monthly Luncheons provide residents with opportunities to meet their neighbors. We have an Annual Homeowner meeting in November. Also, from time to time we mail you a newsletter that contains current information and events. Also join our Facebook group the “*Irongate Home Owners*” for instant communication with your neighbors.

Each homeowner is assessed \$125.00 by January 1st each year for Homeowner Association dues and they are due by March 1st of that year. The dues are used solely to provide for the needs of the subdivision like improvements of the entrances areas. To help maintain the quality of our neighborhood, a copy of our Covenants and By-Laws are attached. We hope you find our neighborhood a great place to live. We look forward to meeting you, and encourage your participation in our activities and functions at Irongate. AGAIN WELCOME!

STATE OF GEORGIA  
COUNTY OF BULLOCH

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 15th day of May, 1973, by H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, residents of Bulloch County, Georgia.

WITNESSETH:

THAT, WHEREAS, H. Lehman Franklin, Jr. and Alvin G. Rocker are the owners of the tract of land known as Iron Gate Community shown by a plat recorded in Plat Book 12, page 148, Bulloch County Records, said tract of land being designated as Phase One, Iron Gate Community, and consisting of Lots 1-14, Block A, Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; Lot 6, Block F; and

WHEREAS, it is to, the interest, benefit and advantage of H. LEHMAN FRANKLIN JR. and ALVIN G. ROCKER and to each and every person who shall hereafter purchase any lot in said Community 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; and,

WHEREAS, H. LEHMAN FRANKLIN JR. and ALVIN G. ROCKER deem it desirable to have a committee to administer said conditions and restrictions, and do hereby name themselves as the permanent committee to serve during the life of this contract and to hereinafter referred to as the committee any be increased from two to five by mutual consent of the above named original members of the committee. New members of the committee shall be elected by a majority of the committee for a term of five years. A majority of the committee shall determine a decision in all questions referred to the committee.

NOW, THEREFORE, in consideration of the premisses. H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, for themselves, their successors and assigns and their future grantees do hereby place and impose the following conditions, restrictions, covenants, reservations, easements, liens, and charges as detailed hereinafter, on real property located in the County of Bulloch, State of Georgia, and being more particularly described as follows:

All those certain lots, tracts or parcels of land situate, lying, and being in the 1209th G. M. district of Bulloch County, Georgia, and being more particularly designated on a plat dated May 14, 1973, prepared by Lamar O. Reddick, Surveyor, recorded in Plat Book 12, page 148, Bulloch County Records, as Lots 1-14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; Lot 6, Block F; said plat being by reference hereto made a part of this description.

No property other than that described above shall be deemed subject to this declaration of Protective Covenants, unless and until specifically made subject thereto. The declarants may, from time to time, subject additional real property to the restrictions, covenants, reservations, liens, and charges herein set forth by appropriate reference hereto.

1. LAND USE AND BUILDING TYPE:

(a) None of said lots may be improved, used or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.

(b) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any lot, block or building site.

(c) All building sites in the tract shall be known and described as residential building sites.

(d) No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest houses, servants' quarters, and other outbuildings clearly incidental to residential use of the premises.

(e) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs, cats and other domesticated animals may be kept on said property provided that they are not kept, bred, or maintained for any commercial use or purpose.

(f) No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, paper, garbage, or refuse of any kind shall be dumped on other lots or adjoining lands.

(g) No clothes line except spindle type shall be permitted and then only on the portion of the lot to the rear of the house.

(h) No green houses will be permitted upon the premises.

2. ARCHITECTURAL CONTROL: No building shall be erected, or placed or altered on any lot until the construction plans and specifications, and plan showing the location of the structure have been approved by the 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 or altered on any lot unless similarly approved. No building shall

be erected in which asphalt siding or asbestos siding is used on the exterior. The approval regarding construction must be in writing from the COMMITTEE. In the event the COMMITTEE fails to approve or disapprove said design or location within thirty (30) days after submission of a written request, then such approval shall not be required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant.

3. DWELLING QUALITY AND SIZE: The minimum floor area of any main dwelling structure, exclusive of open porches, terraces, patios, carports and garages, constructed on Lots 1-14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; Lot 6, Block F, shall be as follows:

shall be as follows:

Single story, frame, 2250 square feet;

Single story, brick veneer or solid masonry, 2000 square feet;

Story and one half, frame, ground floor, 1600 square feet, with minimum total square footage of 2000 square feet;

Story and one half, brick veneer or solid masonry, ground floor 1250 square feet, with minimum total square footage of 2000 square feet;

Two story frame, 2400 square feet;

Two story, brick veneer or solid masonry, 2000 square feet.

The minimum floor area herein referred to shall not include basements, attics, garages or open porches of any type.

No dwelling house shall be erected without providing a parking place consisting of a durable surface area, enclosed in the dwelling house, in an outbuilding, or enclosed carport sufficient in size to store at least one standard automobile, but no more than 3 automobiles. Said garage or carport shall be connected by a paved driveway of hot mix asphalt or concrete connecting the parking space (garage or carport) with a street and operating ingress and egress of an automobile; the opening of said parking space shall not be visible from the street. Provided, however, that if said paved driveway must extend more than one hundred feet (100) feet in order to connect said garage or carport to the street the committee may waive this connecting requirement by doing so in writing, provided that a minimum drive from the street shall not be less than one hundred (100) feet. The driveway connection at the street shall be approved by the COMMITTEE as to structural design, quality of workmanship, and harmony of external design, with existing driveways. The approval must be in writing from the COMMITTEE. In



the event the COMMITTEE fails to approve or disapprove said design within thirty days after submission of a written request, then such approval shall not be required, provided, however, said design does not violate any restrictive covenant.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten feet to an interior lot line, except, that a two foot side yard shall be required for a garage or other permitted accessory building located sixty feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than thirty feet to the rear lot line; swimming pools, the highest projection of the pool shall not exceed three feet, and outdoor fireplaces not to exceed six feet in height, may be erected and maintained within the rear set-back but not nearer than twenty feet from the rear lot line of any lot. Detached garages not more than one story in height may be erected and maintained within the rear set-back but not nearer than ten feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant; eaves and steps 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. Exceptions to the requirements of this paragraph may be made by the COMMITTEE in such instances as the COMMITTEE shall feel warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the COMMITTEE shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the COMMITTEE, strict enforcement of these set-back provisions would work an unnecessary hardship.

5. SUBDIVISION OF LOTS: No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded maps or plats, except by and with the consent of the COMMITTEE. No street shall be extended into or connected with adjoining properties except by written consent of this COMMITTEE; it being the will and intent of the COMMITTEE that certain streets as designated on the plat shall remain dead end drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the committee.

#### 6. EASEMENTS:

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to a grantee under any deed, or to a purchaser under any contract of purchase unless expressly so provided in such deed or contract of purchase.

(b) H. Lehman Franklin, Jr. and Alvin G. Rocker reserve an easement in and right at any time in the future to grant a fifteen foot or twenty-five foot right of way as designated on said plat, over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities including water and sewerage service. H. Lehman Franklin, Jr. and Alvin G. Rocker also

reserve an easement in and right at any time in the future to grant a ten foot right of way over, under and along the front line of each lot for the same uses and purposes.

(c) Declarants may include in any contract or deed hereafter made additional protective covenants and restrictions not consistent with those contained herein.

(d) No dwelling house, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting constructing or servicing such utilities and quasi-public utilities and to declarants, their heirs and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, under upon said locations for carrying out of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

(d) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The declarants reserve a two feet strip along the rear of all lots for drainage purposes, said easement being within the fifteen foot and twenty-five foot easements as designated on the above referred to plat.

#### 7. NUISANCES:

(a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operations mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil; stripping, or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel pumps may be maintained on the premises.

(e) No above ground tanks of any type shall be maintained on the premises.

(f) No motor vehicle shall be permitted to remain on the premises for more than 30 days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises.

(g) All boats, boat trailers, travel trailer and campers shall be kept in the garage or carport.

(h) Water may not be taken from any lake or lands of H Lehman Franklin, Jr. and Alvin G. Rocker.

8. SIGNS: No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the COMMITTEE; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as being for sale or as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.





9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash or garbage shall be burned on any lot.

10. SEWAGE DISPOSAL:

(a) Individual sewage disposal shall be permitted; however, said systems shall be designed, 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.

(b) Provided, however, that at such time during the term of these covenants, as a sewage collection system may be provided for the entire subdivision, any lot which then has an individual sewage disposal system shall be connected to that subdivisions sewage system. The cost of making such a connection shall be borne by the owners of any such lots at the time of connection including any tap-in fee.

11. STREET LIGHTING: Each lot within the subdivision shall be subject to a charge of \$1.00 per month for street light service provided for said subdivision, payable to the electric power company or other entity providing said service when installed.

12. LIENS:

(a) The cost of making connection to the sewage collection system for the entire subdivision, provided for in paragraph 10 of these restrictive covenants, and the monthly charge of \$1.00 for street light service provided for in Paragraph 11 of these restrictive covenants, shall be liens or encumbrances on the land and acceptance of each of the several deeds to lots in this subdivision, not including thereby a mortgagee or lender under a properly secured mortgage or deed to secure debt, shall be construed a to be a covenant to pay said cost and charge. The person or parties responsible for providing said sewage system to the subdivision and electric light service shall have the right to take and prosecute all action or suits, legal or other wise, which may be necessary to collect the charges required which may be necessary to collect the charges required to be made by the lot owners under the provisions of Paragraphs 12 and 13 of these restrictive covenants.

(b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed herein.

13. PRIVATE WATER SUPPLY SYSTEM: No individual water supply system shall be permitted on any single lot unless approval for such water supply system is obtained from declarants.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. TERM: These original 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 years from the date these amended covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 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 covenants either to restrain violations or to recover damages.

17. SEVERABILITY: Invalidation of any 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. LIMITATION OF RESTRICTIONS: Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of H. Lehman Franklin, Jr. and Alvin G. Rocker other than the land specifically designated on page 2 of these protective covenants as being subject to said protective covenants.

IN WITNESS WHEREOF, H. LEHMANN FRANKLIN, JR. and ALVIN G. ROCKER have caused this instrument to be executed this 15th day of May, 1973.

GEORGIA, BULLOCH COUNTY  
Office of Clerk Superior Court  
This is to certify that the within instrument was  
filed on the 15 day of May  
1973 at 5:00 o'clock P. M., and duly  
recorded on the 30 day of May  
1973 in Deed Record No. 3440  
Page 172-183  
*W. J. Anderson*  
CLERK BULLOCH SUPERIOR COURT

15th day of May, 1973.  
*H. Lehman Franklin, Jr.* (SEAL)  
H. LEHMAN FRANKLIN, JR.  
*Alvin G. Rocker* (SEAL)  
ALVIN G. ROCKER  
Signed, sealed and delivered  
in the presence of  
*Patsy Reames*  
*Linda C. Conley*  
Notary Public

After recording, return to  
H. Lehman Franklin, Jr.  
Attorney at Law  
Statesboro, Georgia

Deed Doc: AGRE  
Recorded 12/29/2006 02:32PM  
Georgia Intangible Tax Paid: \$0.00  
Clerk Superior Court, BULLOCH County, Ga.  
Dr: 01717 Pg: 0368-0370  
2006 DEC 29 2:32  
CLERK  
COURT

AMENDMENT TO  
PROTECTIVE COVENANTS  
OF  
IRON GATE

THE AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
made and published this 29th day of December 2006 by H. Lehman Franklin, Jr., and published this 29th  
day of 2006, h. Lehman Franklin Jr., resident of Bulloch County, Georgia, and David Bobo, resident of  
Bulloch County, Georgia;

WITNESSETH;

WHEREAS, H. Lehman Franklin, Jr., and David Bobo are the permanent COMMITTEE to administer  
the restrictive covenants of Iron Gate, to wit: Declaration of Protective Covenants dated May 15, 1973,  
recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments thereto; and

WHEREAS, the Association has determined that it would be in the best interest of Iron Gate if residents,  
i.e. owners and occupiers of homes in Iron Gate, were required to pay dues to the Association in order  
to assure a clean, well maintained neighborhood, enhance infrastructure, provide a pleasant environment  
for residents, arrange recreational and social activities, etc. and

WHEREAS, on September 21, 2006, there were 220 homes in Iron Gate; and

WHEREAS the COMMITTEE has received signed agreements from the owners of 161 homes,  
representing approximately 73% of the homeowners, plus 15 signed agreements from the owners of  
vacant lots; and


WHEREAS the COMMITTEE is desirous of amending the declaration of Protective Covenants dated  
May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments  
thereto, be further amended by adding the following covenants:

1. ANNUAL DUES AND ASSESSMENTS. Annual dues shall be required to be paid to the Association by HOMEOWNERS AND PROPERTY OWNERS and by any other person (or persons) who owns and occupies or leases a house on a lot in Iron Gate, but shall not include the owner of any vacant lot, nor shall it include the contractor or developer of a house that is under construction and not occupied on January 1<sup>st</sup> of each year. Annual dues shall accrue on January 1 of each year and shall be due and payable by the following March 1. Annual dues that accrue on January 1 2007 shall be \$75.00. However annual dues may be increased at the fall General Meeting beginning in 2007 by a majority vote of the members of the Association based upon the projected annual needs of the Association. (Currently, dues are \$125 per year).

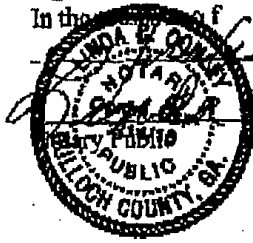
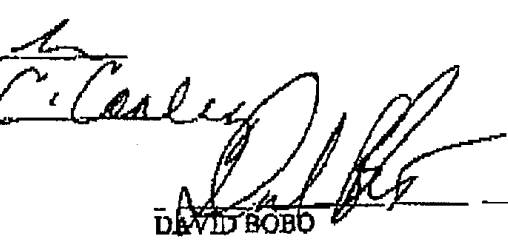
2. LIENS.

- (a) The Association dues provided for in paragraph 1 above shall constitute liens on the lots of Lot Residents delinquent in dues or assessment payment.
- (b) Such liens shall be at all times subordinate to lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, so that the end and intent that the lien of any mortgage shall be paramount to the liens imposed by the Association.

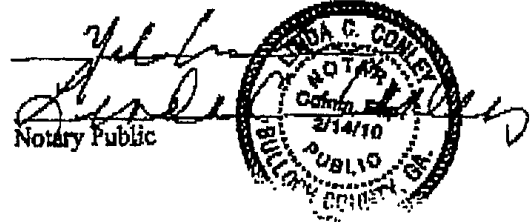
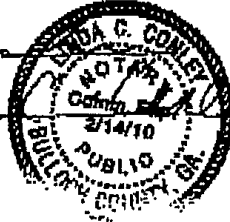
IN WITNESS WHEREOF, H. Lehman Franklin, Jr., and David Bobo have executed this instrument this 29 day of December, 2006.

 (SEAL)  
H. LEHMAN FRANKLIN, JR.

Signed, sealed and delivered  
In the presence of

  
 (SEAL)  
DAVID BOBO

Signed, sealed and delivered  
In the presence of

  
Notary Public  


**IRON GATE COMMUNITY HOA, INC.**

**BY- LAWS**

**Article I -IDENTITY**

**Section 1: Name**

These By-Laws are the By-Laws of the Iron Gate Community HOA, Inc. which is the corporation created by the Articles of Incorporation filed with the Secretary of State of Georgia on November 13, 2006. (The “Articles of Incorporation”).

**Section 2: Definitions**

All references to the “Declaration” shall refer to the Declaration of Protective Covenants recorded at Deed Book 344, Page 172, Bulloch County, Georgia, Records and various other amendments to the Covenants. The “Subdivision” referred to herein shall mean Irongate Subdivision, Statesboro, Bulloch County, Georgia. All capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires.

**Section 3: Purpose**

The purposes of the Association are to maintain common areas, assure a clean well maintained neighborhood, assess and collect assessments, sue and be sued, contract for services, enhance infrastructure, provide a pleasant environment for the residents, keep homeowners informed of zoning and other governmental activities affecting the neighborhood, arrange recreational and social activities, and interface with the owners/developers, water company, and county when necessary.

The Association shall not be operated for profit, shall act solely for the benefit of the neighborhood, and no part of its assets shall ever accrue to any individual. No officer shall receive any compensation for his or her services. If the Association is dissolved, any fund balance shall be expended on neighborhood improvements and maintenance, and shall not be distributed to any Member or Members.

**Section 4: Registered Office**

The registered office of the Association shall be located at P O BOX 53 Statesboro, Georgia 30459, or such other office as the Executive Board shall select. The Association may change the registered office as the Executive Board may determine or the business of the Association may make appropriate

## **Section 5: Membership**

Any adult owning or residing in a house in Irongate Subdivision shall become a Member of the Association by paying annual dues. Homeowners who signed the Amendment to Declaration of Protective Covenants of Iron Gate which was filed in the Superior Court of Bulloch County on 12-29-06 (Book 01717 Page 0368-0370) are required to pay annual dues to the Association. Homeowners who bought their home after 12-29-06 are required to pay annual dues to the Association. Any other homeowner is not required to pay dues to the Association but are welcome to become members.

## **Section 6: Dues**

Annual dues will be set at the annual meeting by majority vote of the members present and shall be based upon the projected annual needs of the Subdivision. Dues are payable to the Treasurer by March 1st. New Members will pay prorated dues. Dues are non-refundable.

## **Section 7: Fiscal Year**

The fiscal year begins January 1st and ends December 31st.

## **Article II -THE EXECUTIVE BOARD**

### **Section 1: General Powers**

The business and affairs of the Irongate Homeowners Association shall be managed by a volunteer Executive Board. In addition to the powers and authority expressly conferred to it by these By-Laws, the Executive Board may exercise all such powers of the corporation and do all such lawful acts and things as are authorized by law, by the Articles of Incorporation or by these By-Laws.

### **Section 2: Executive Board Member**

The Executive Board shall be composed of four voting Members who have been elected to serve as the officers of the corporation (President, Vice-President, Secretary and Treasurer). In addition to the voting Members, the Board will include, as nonvoting Members, the chairs of all standing committees. Officers shall be elected at the Annual Meeting of the Association.

### **Section 3: Removal; Vacancies**

Any officer or agent elected or appointed by the Members may be removed by the Members at any time with or without cause by the affirmative vote of a majority of the Members. Officers and agents otherwise elected or appointed may be removed in accordance with the Georgia law. Any vacancy occurring in any office of the Association may be filled by the Executive Board.

### **Section 4: Qualifications**

Elected officers and chairs of standing committees shall be chosen from members in good standing of Irongate Homeowners Association. Officers and those appointed to committees will not be compensated.

### **Section 5: Action by Consent**

Any action required or permitted to be taken at a meeting of the Executive Board may be taken without a meeting if a written consent setting forth the action so taken, is signed by all Elected Officers. Such consent shall be filed with the minutes of the proceedings of the Executive Board or the committee.

### **Section 6: Term of Office**

Each Elected Officer shall serve for a term of two (2) years except for the initial Vice-President and Treasurer who will serve for one (1) year. No elected officer shall serve more than two (2) consecutive terms without an intervening period of one (1) year.

### **Section 7: Responsibilities**

- a) Attend Executive Board Meetings.
- b) Serve as liaison between the Association Membership and the Executive Board.
- c) Distributes information concerning the activities of the Association to the Membership
- d) Keep the Executive Board informed of the needs of the general Membership
- e) Contribute to and facilitate distribution of the bi-annual newsletter.

## **Article III - DUTIES OF THE OFFICERS**

**Section 1:** The President shall be the chief executive officer of the Association and shall:

- a) Preside at all meetings of the Association.

- b) Serve as Chair of the Executive Board. As Chair, the President shall call Meetings of the Executive Board to order and shall act as Chair of such Meetings. The President shall also serve as nominating chair for the year immediately following his/her term as chair.
- c) Appoint a Parliamentarian to lead general meetings of the Association.
- d) Appoint chairs of all committees and serve as an Ex-officio member of all committees.
- e) Cosign checks with the Treasurer.
- f) Be official representative of the Association and to be authorized to execute Contracts on behalf of the corporation.
- g) Ensure that all volunteer positions in the association are filled including Those of Association officers, standing committee chairs, Parliamentarian, Newsletter chairperson, and block captains.

**Section 2: The Vice President shall:**

- a) In the absence of the President shall perform all duties of the President.
- b) In the event the President is unable or unwilling to complete the term, the Vice-President shall succeed as President for the remainder of the term.
- c) Be a member ex-officio of all committees.
- d) Maintain a calendar of all neighborhood events including board meetings, Association meetings, newsletter deadlines, and social events.
- e) Notify all participants of upcoming meetings and events, place signage at Entrances
- f) Work with all chairs of standing committees to facilitate the work of the Association.
- g) Reconcile all Association bank statements on a quarterly basis.

**Section 3: The Treasurer shall:**

- a) Keep the funds of the Association in a bank approved by the Executive Board.
- b) Maintain all financial records of the Association.
- c) File yearly tax returns.
- d) Invoice and collect dues from Members.
- e) Notify Members of any delinquency in paying dues.
- f) Manage the Association's bank account.
- g) Pay bills as approved by the Executive Board.
- h) Cosign all checks with President.
- i) render a financial report at each meeting.
- j) Keep and itemized account of all receipts and disbursements. This account shall be audited at the end of each fiscal year by a committee appointed by The President.



**Section 4: The Secretary shall:**

- a) Keep in permanent form the minutes of the meetings of the Association and of the Executive Board.
- b) Maintain all records pertaining to the Association.
- c) Read minutes and keep register of attendance.
- d) Conduct correspondence of the Association.
- e) Co-chair block captain committee and maintain a current Association Directory.
- f) Maintain a directory of all Association volunteers including block captains and newsletter chairperson.

**Article IV - MEETINGS**

**Section 1: Membership**

Only homeowners who have paid their dues to the Association are entitled to vote at the general and annual meetings of the Association. Each household will be entitled to only one vote.

**Section 2: General Meetings**

- a) A General Membership meeting of the Association can be held as long as the members are notified of the meeting no sooner than 15 days and no later than 3 days prior to the meeting. The meeting will be scheduled by the Executive Board.
- b) Motions will be adopted by the affirmative vote of a majority of the Membership present.
- c) Each member shall be entitled to one vote at any general or special Membership meeting but must be present to vote.
- d) No matter may be considered at a general meeting unless it is included in the notice of the general meeting.

**Section 3: Annual Meetings**

The annual meeting of members shall be held in November of each year. At the annual meeting, the Members shall elect an Executive Board, set annual dues for the upcoming year and transact such other business as may be properly brought before the meeting. At an annual meeting of Members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action and voted on.

#### **Section 4: Executive Board Meetings**

- a) Meetings shall be held as scheduled by the President.
- b) Motions shall be carried by a majority of the Executive Board members present.
- c) Concerned Members other than the Association Officers and Elected Representatives are encouraged to attend and voice their concerns at these meetings, subject to a parliamentary procedure but they may not vote.
- d) Meetings of the Executive Board, regular or special, may be held either within or without the State of Georgia.
- e) The first meeting of each newly elected Executive Board shall be held during January. Alternatively, the new Executive Board may convene at such place and time as shall be fixed by the consent in writing of all its Members.

#### **Article V:-STANDING COMMITTEES**

**Section 1:** The Standing Committees and their duties are:

**a) Social:** Social activities and planning. (One or two social events per year will be held for the general Membership of the Association and contribute to the Newsletter.

**b) Maintenance and Improvement:**

- i) Fire Hydrants.
- ii) Covenant compliance.
- iii) Animal control.
- iv) Street signs.
- v) Street lights.
- vi) Water pressure and quality.
- vii) Other infrastructure issues.
- viii) Monitor Construction Sites.
- x) Contribute to the newsletter.

**c) Entrance Management and Beautification:**

- i) Planning, design, and implementation of hardscaping, irrigation, and landscaping of all association common areas.
- ii) Holiday decorations.
- iii) Maintenance of common areas.
- iv) Contribute to the newsletter.

**d) Government Liaison:**

- i) Attend all County Commission, zoning or other public meetings that may affect the neighborhood.
- ii) Attend Executive Board meetings and report as needed.
- iii) Make recommendations to the Executive Board on zoning of governmental matters concerning the neighborhood.
- iv) Contribute to the newsletter.

**e) Newsletter:**

- i) Issue one or two newsletters per year.

**f) Block Captain Committee:**

- i) Welcome Baskets.
- ii) Maintain list of current homeowners.

**Section 2: Other Committees**

Other Committees may be appointed by the President as needed but shall always include the Social Committee and the Newsletter Committee. The chairs of these committees are not required to attend Executive Board meetings, but may be asked to do so when requesting funding for particular events.

**Section 3:** A Chair for each committee shall be elected by the Committee.

**Section 4:** The Chair of each committee shall call and preside at such committee's meetings.

**Article VI - ORDER OF BUSINESS**

At all meetings, the order of business will be as follows:

- Call to order
- Reading or waiver of reading of any previous minutes
- Reports of Officers including Treasurer's Report
- Reports of Standing Committees
- Old Business
- New Business
- Introduction of New Members
- Adjournment

## **Article VII -GENERAL PROVISIONS**

### **Section 1: Seal**

The Association shall have a corporate seal which shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal-Georgia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The Executive Board may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

### **Section 2: Books and Records**

The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Executive Board and committees.

By January 31st of each year an audited examination report of the Association monies will be made available to any member for review.

### **Section 3: Checks**

All checks, drafts, demands for money and notes of the Association shall be signed by two officers.

### **Section 4: Required Notices**

Whenever, under the provisions of applicable law, the Articles of Incorporation or by these By-Laws, any notice that is required to be given to any member, such notice shall be given in writing and delivered by first class mail addressed to such member, at the address as it appears on the records of the Association.

### **Section 5: Indemnification**

As an inducement to the officers and committee Members of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or committee member acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request such officer or committee member setting forth in reasonable detail the reason for such.

## **Article VIII - BY-LAW AMENDMENTS**

**Section 1:** These By-Laws may be amended at any annual meeting by two-thirds vote of Members present provided notice of the proposed amendment(s) has been given prior to the meeting.

**Section 2:** In the event of any conflict between the Articles of Incorporation and these By-Laws, these By-Laws shall control. In the event of any conflict between the By-Laws and the law, the controlling language shall be found in: the Laws of the State of Georgia, the Declaration of the Article of Incorporation, in the order listed.

## **Article IX - PARLIAMENTARY PROCEDURE AND AUTHORITY**

Robert's Rules of Order shall govern the Association insofar as they are not inconsistent with these By-Laws.