

BY-LAWS
OF
LEYLAND HILLS OWNERS' ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be LEYLAND HILLS OWNERS' ASSOCIATION, INC., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for Leyland Hills Owners' Association, Inc., (this Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein..

Section 3. Definitions. The words used in the By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 2. First Meeting and Annual Meetings. Annual Meetings shall be set by the Board. The Annual Meeting shall be held each year on the third Saturday of September at ten o'clock A.M. If the day for the Annual Meeting of the members is a legal holiday, the meeting will be held at the same hour on the following Saturday. At the Annual Meeting, comprehensive reports of the affairs, finances, and budget projections of the Association shall be made to the Lot owners.

Section 3. Special Meetings. The President may call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least seventy-five (75%) percent of the Owners. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of Record of each Lot a notice of each annual or special meeting of the Association. Such notice shall be delivered personally or sent by the United States Mail, postage prepaid, to all Lot Owners of record at such address or addresses as designated by such Lot Owners or, if no other address has been designated, at the address of the respective Lots. Notice shall be given to each Lot Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting and shall state the time, place and purpose of such meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five(5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of meeting. The votes pertaining to any Lot may, and, in case of any Lot Owner not a natural person or persons, shall be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner or, in cases where the Lot Owner is more than one person, by or on behalf of the joint owners of the Lot. No such proxy shall be revocable except by written notice delivered to the Association by the Lot Owner or by any joint owners of a Lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice. Every proxy shall automatically cease upon conveyance by the member's Lot or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation.

Section 9. Quorum. The presence, in person or by proxy, of a majority of the Owners of Lots to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article III

Board of Directors. Number. Powers. Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 4 regarding the Director appointed for a Lot Owner not a natural person of the Article, the Directors must reside in Leyland Hills and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Veto. After the termination of the Declarant's right to appoint Directors and officers, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this Section. This power shall expire upon the conveyance of title by Declarant to all Lots in Leyland Hills. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy or program be implemented until and unless:

- (a) Declarant shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these By-Laws regarding notice of regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at the meeting; and
- (b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Association and/or Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by Declarant, its representatives, or agents at the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board.

Section 3. Number of Directors. The Board shall consist of five (5) members. A nominating committee appointed by the Directors shall present a slate of nominees to the membership prior to the yearly Homeowners' Meeting in September. Each member shall

serve for a period of two (2) years with the Vice-President and Member-at-Large being elected on odd years. The President, Secretary and Treasurer elected on even years.

Section 4. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meeting or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

Section 5. Vacancies. In the event of a vacancy the Board of Directors shall have the authority to appoint a replacement to serve until the next Annual Meeting.

B. Meetings

Section 6. Organization Meetings. The first meeting of the members of the Board of Directors following each Annual Meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined by the Board.

Section 8. Quorum of Board of Directors. At all meetings of the Board of Directors, a quorum is needed for the transaction of business and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 9. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Owners.

Section 10. Open Meetings. All meetings of the Board shall be open to all members but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

C. Powers and Duties.

Section 11. Powers. The Board of Directors shall be responsible for the following:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the responsibility of the Association.
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred.

Section 12. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation;
 - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
- (b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:
 - (i) the nature of the alleged violation;
 - (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
 - (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing;
 - (iv) and that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
- (c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Article IV

Officers.

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer and a Member-at-Large. Any two or more offices may be held by the same person, excepting the office of President and Secretary.

Section 2. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the President of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 4. Vice-President. The Vice-President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary of a corporation organized in accordance with Georgia law.

Section 6. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

Article V Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI Applicability of Georgia Property Owners Association Act

Section 1. The Association is subject to all benefits and provisions of the Georgia Property Owners Association Act, enacted by Georgia Laws, 1994, p. 1879, ET. Seq. {O.C.G.A. §44-3-220, et. seq.} In the event of a conflict between the Declaration or the with'In By-Laws and the Georgia Property Owners Association Act, as now exists, or as may hereafter be amended, the terms and provisions of the Georgia Property Owners Association Act shall prevail to the extent of any conflict or inconsistency.

Article VII Miscellaneous

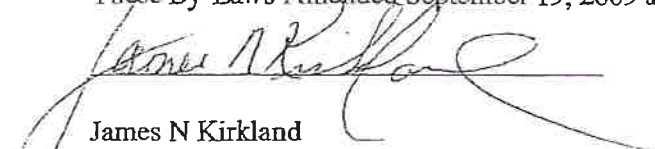
Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

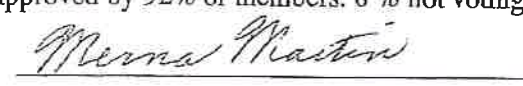
Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the ByLaws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws.

These By-Laws Amended September 19, 2009 and approved by 92% of members. 8 % not voting.


James N Kirkland
President
Leyland Hills Owners Association


Merna Martin
Secretary
Leyland Hills Owners Association

FIRST AMENDMENT

to

BY-LAWS

of

LEYLAND HILLS OWNERS' ASSOCIATION, INC.

GEORGIA, HABERSHAM COUNTY.

COMES NOW, a majority of the Members of the Leyland Hills Owners' Associations, Inc. and do hereby make, publish and declare, this its First Amendment to the By-Laws of the Leyland Hills Owners' Association, Inc. This Amendment shall in no way revoke the By-Laws as previously approved by the Leyland Hills Owners' Association, Inc.

ITEM I.

We hereby rescind Article III, Paragraph (C), Section 11 in it's entirety and replace with the following provision to said By-Laws, to-wit:

- (a) Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments to defray the common expenses establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments;
- (c) Providing for the operation, care, upkeep, and maintenance of all areas which are the

responsibility of the Association.

- (d) Designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) Making and amending use restrictions and rules and regulations;
- ✓(g) Making and amending guidelines and policies governing the use of the residences as rental properties;
- (h) Opening of bank accounts on behalf of the Association and designating the signatories required;
- (i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) Pursuing by any legal means the collection of any and all outstanding annual or monthly contribution of each Owner to the common expenses of the Association and the ability to compromise, settle or forgive a portion of the common expenses, if same is shown to be in the best interest of the Association;
- (k) Obtaining and carrying insurance against casualties and liabilities, as provided in the

Declaration, and paying the premium cost thereof;

(l) Paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(m) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred.

ITEM II.

All remaining terms and conditions of the By-Laws of Leyland Hills Owners' Association, Inc. shall remain in full force and effect and this Amendment is not intended in any way to revoke said instrument.

This _____ day of _____, 2018.

As Officers of the Leyland Hills Owners' Association, we certify as evidenced by our signatures below that this instrument was voted on by the Members of the Leyland Hills Owners' Association, Inc. and approved by a majority of said Members at a duly organized and held meeting of said members on the _____ day of _____, 2018.

LEYLAND HILLS OWNERS'
ASSOCIATION, INC.

By: _____
_____, President

Attest: _____
_____, Secretary

LEYLAND HILLS OWNERS' ASSOCIATION, INC.
GUIDELINES AND POLICY REGARDING
RENTALS AND LEASES

The Board of Directors for Leyland Hills Owners' Association, Inc. pursuant to power granted and authorized in the First Amendment to By-laws of Leyland Hills Owners' Association, Inc., Article III, Paragraph (C), Section 11, Sub-paragraph (g), set forth the following guidelines, policies and procedures for the use of any dwelling located in Leyland Hills Development, as a rental property or unit.

- 1) There shall be absolutely no short term rentals or Airbnb rentals.
- 2) All Owners of Leyland Hills Development wishing to lease or rent their dwelling must have resided as primary residents in Leyland Hills for a minimum of two (2) years before being allowed to rent their dwelling.
- 3) All Owners of Leyland Hills Development wishing to lease or rent their dwelling shall enter into a written Lease Agreement with any and all tenants.
- 4) The written Lease Agreement term shall be for a minimum of two (2) years.
- 5) The Owner shall be responsible for informing the Board of Directors of said Owners intent to rent or lease a unit, and provide the Board of Directors with a copy of the written Lease Agreement, the tenant name, address and phone contact number.
- 6) The written Lease Agreement must provide that the Tenant acknowledges receipt of the Declaration of Covenants, Conditions and Restrictions of Leyland Hills Owners' Association, Inc., the By-Laws and this policy, and Tenant consents and agrees to abide by said Covenants, Conditions and Restrictions. Tenant further must agree to maintain the property in a proper and suitable fashion, free and clear of any and all trash, debris and garbage. Should Tenant fail to maintain the dwelling, Owner shall be responsible for said maintenance and removal of all trash, debris and garbage.
- 7) Owner shall remain responsible for the payment of all HOA fees and dues and any special assessments.
- 8) The Board of Directors shall have the authority to make exceptions to the above policy upon a showing of extraordinary circumstances or extreme hardship situations.

This guideline and policy was adopted by a majority vote of the Board of Directors for Leyland Hills Owners' Association, Inc. at a duly held meeting on July 21, 2018.

This 24th day of July, 2018.

LEYLAND HILLS OWNERS' ASSOCIATION, INC.

By: H. Paul Hopper
H. Paul Hopper, President

Attest: Jacquelyn I. Durham
Jacquelyn I. Durham, Secretary

LEYLAND HILLS

Owners' Association, Inc.
Clarkesville, Habersham County, Georgia

**ARCHITECTURAL CONTROL COMMITTEE APPLICATION FORM
FOR EXTERIOR CHANGES AND ADDITIONS ON INDIVIDUAL PROPERTIES**

Property Street Address _____

Name(s) of Property Owners _____

Home Telephone Number _____

Mobile Telephone Number _____

Mailing Address (if different) _____

Request for Approval

Please provide a brief description of the project. Please include any drawings, sketches, and location plans.

**I agree to take no action to implement this project until receipt of a response.
I have informed my a adjoining neighbors on either side of my property of this project.**

Owner(s). Signature(s) _____

Date _____

**In conformance with Article III, Section 2, of the Covenants, Conditions and Restrictions of
Leyland Hills Owners' Association, Inc.**

I (We'), the undersigned, acknowledge receipt of the enclosed documents from the Board of Directors of the Leyland Hills Owners' Association, Inc.

Signature(s) _____

Date _____

**Please return this signed document to the mailbox of the Association at
116 Leyland Hills**

Fee Clarification Addendum

Filed Oct 13, 2021 at 12:08:48 PM
1782 300
David C. Wall, Clerk of Court

Please add this to your Leyland Hills HOA Documents in the blue or green folder.

On August 27, 2021, the Board voted and unanimously approved to propose a change in HOA fees of \$90 per month per homeowner. All homeowners voted by Ballot and the vote was affirmed with 16 voting yes, 5 voting no and 3 not voting, approving an HOA fee of \$90.00 per month for all homeowners effective January 1, 2021.

This Addendum 2 replaces Addendum 1 filed August 11, 2020 with David C. Wall, Clerk of Court, Habersham County, GA.

Addendum 2

When a property in Leyland Hills changes ownership whether by sale, inheritance or gift, the new owners will be subject to the HOA fee that is in place at the time.

Beginning January 1, 2022 the fee is \$90.00 per month for all homeowners.

Dick Sergent
Dick Sergent, President

Joan Lowry
Joan Lowry, Vice President

Witness: Kathleen M. Kwight

NOTARY: Debra C. Bellamy
Exp. Date: 05/02/2022

