

**BYLAWS OF**  
**COUNTRY WOODS/COUNTRY CROSSING**  
**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME**

The name of the corporate organization shall be COUNTRY WOODS/COUNTRY CROSSING HOMEOWNERS' ASSOCIATION, INC. (hereinafter sometimes referred to as the "Corporation" or the "Association"), a Georgia nonprofit corporation and shall have at all times within the State of Georgia a registered office and a registered agent. The Association may have other offices within the State of Georgia as may be determined from time to time by its Board of Directors (the "Board").

**ARTICLE II**

**OBJECT**

The object of this Association shall be as follows:

1. Preservation, maintenance and operation of the common grounds and facilities of the neighborhood.
2. Preservation of property value.
3. Representation of the neighborhood's interest to the community at large.
4. Promotion of the social and cultural activities for any other lawful purpose not specifically prohibited to Corporations under the Georgia Nonprofit Corporation Code and Business Corporation Code of the State of Georgia.

5. The Corporation is formed exclusively for purposes for which a corporation may be organized under the Georgia Nonprofit Corporation Code and not for pecuniary gain or profit. No part of the asset, income, or profit of the Corporation shall be distributable to, or inure to the benefit of, its directors, officers or members, except to the extent permitted under the Georgia Nonprofit Corporation Code.

### ARTICLE III

#### MEMBERSHIP

[See Amendment to the ByLaws effective February 15, 2004.]

**3.1 Eligibility.** The Association shall have three (3) classes of membership as *follows*:

(a) Class A Members. All owners of lots in any phase of the Country Woods subdivision or the Country Crossing subdivision in Cobb County, Georgia (as originally defined by Declaration of Restrictive Covenants (the "Declaration") recorded on June 12, 1979 in Deed Book 2024, page 216, Cobb County records, and as may be hereafter amended) who comply with the full membership ("Full Membership") requirements for the use of certain recreation facilities owned by the Association from time to time, which may include, without limitation, swimming pool and tennis court facilities ("Facilities") and for the participation of other Association events, if any, which Full Membership requirements are established by the Board, from time to time, are eligible to become Class A members of the Association. The Country Woods subdivision and the Country Crossing subdivision are collectively referred to herein as the "Subdivisions."

(b) Class B Members. All owners of lots in any phase of the Subdivisions who comply with the limited membership ("Limited Membership") requirements, which are established by the Board, from time to time, are eligible to become Class B members of the Association.

(c) Class C Members. The Board shall have the right, from time to time, to designate other closely defined individuals or entities that shall be eligible to become Class C members of the Association, which individuals or entities shall not have voting rights in the Association.

(d) Membership Conversion. Any Limited Membership may be converted to a Full Membership for an annual Full Membership period by the payment of the difference between the Full Membership dues and the Limited Membership dues for such applicable period.

(e) Tenant Memberships. Any owner of a lot in the Subdivisions who leases his lot or improvements on the lot under a valid, written lease shall have the right to transfer the Full Membership rights for the lot to a tenant under such lease ("Tenant") solely to permit the use of the Facilities for the term of such lease, provided such owner notifies the Board in writing of such transfer and provided such owner shall not have the right to use the Facilities during such time as the right to use the Facilities under the Full Membership has been transferred to a Tenant.

In addition, where a lot owner has been granted a Limited Membership, any Tenant on such lot shall have the right, on behalf of such owner, to convert a Limited Membership to a Full Membership for the sole purpose of permitting such Tenant to use the Facilities by the payment by such Tenant of the difference between the Full Membership dues and the Limited Membership for such applicable period. In the event such tenant subsequently transfers the Full Membership rights to use the Facilities to the owner of the lot, the owner shall provide written evidence of such transfer to the Board in order to permit the owner the right to use the Facilities. In no event shall any provision of this Section 3.1 (e) be deemed to transfer the voting or other rights of such Full Membership to any tenant occupying a lot in the Subdivisions.

(f) Succession. The Class A membership or Class B membership of each lot owner in the Subdivisions shall automatically terminate when such lot owner ceases to be a lot owner, and upon the conveyance, transfer or other disposition of a lot, said lot owner's eligibility shall be automatically transferred to the new fee owner.

### **3.2 Membership Fees**

(a) Initiation Fees. Commencing April 1, 1996, all eligible persons who elect to become Class A or Class B members following any calendar year in which such persons, or the prior lot owners from whom such persons purchased their lots, were not Association members, shall pay a \$3,000 initiation fee ("Initiation Fee"). The Initiation Fee shall be in addition to any annual membership assessment due under Section 3.2 (b) hereof.

(b) Membership Assessments. All eligible persons who elect to become members shall pay an annual (calendar year) membership assessment ("Assessment" or, alternatively, "Dues"), in an amount and manner of payment as may be specified by the Board from time to time. There shall be no refund of such Assessment in the event membership is terminated during any calendar year, but new members joining during any calendar year shall pay a prorated membership Assessment. Nothing provided herein shall prohibit the Board from establishing membership fees or special assessments in addition to the annual membership Assessment.

(c) Failure to Pay Dues. Failure to pay Dues in full on the dates established by these Bylaws, or otherwise established by the Board, revokes the privileges associated with Full Membership or Limited Membership, as the case may be.

(d) Country Crossings Members. Notwithstanding anything herein to the contrary, the Initiation Fee shall not be required to be paid by any owner of a lot in the Country Crossings subdivision.

**3.3 Suspension of Membership**. Any member or any individual of a family holding membership may be suspended by the Board and denied the use of any of the Facilities for acts and conduct contrary to the rules and regulations for the Facilities established by the Board. Suspension shall not exceed fifteen (15) days and shall not permit such member to abate all or any portion of the dues.

**ARTICLE IV**  
**DIRECTORS AND OFFICERS**

**4.1 Composition.** The affairs of the Association shall be governed by the Board of Directors (referred to herein as "Board" or alternatively as "Directors"). The Board shall be composed of seven (7) persons. All Directors shall be Class A or Class B members or spouses of such members, provided, however, that no member and his or her spouse may serve on the Board at the same time.

**4.2 Term of Office.** The Directors shall be elected as provided in Section 4.7 of this Article. Each Director, except in case of death, resignation, retirement, disqualification or removal, shall serve until the next succeeding annual meeting and thereafter until his successor shall have been elected and qualified.

**4.3 Removal of Directors by Members: Resignations.** At any regular or special meeting of the Association duly called, anyone or more of the Directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members 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. Any Director may resign at any time and shall be deemed to have resigned upon any disposition of his or his spouse's lot or cessation of the relationships described in Section 4.1.

**4.4 Vacancies.** Vacancies in the Board caused by any reason shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Said Director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

**4.5 Compensation.** Directors shall not be compensated unless and to the extent the members of the Association so authorize at any meeting duly called for that purpose.

**4.6 Nomination.** Nomination for election to the Board shall be made by a nominating committee which shall consist of two (2) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Failure to comply with the provisions hereof shall in no way invalidate the election of Directors so nominated.

**4.7 Elections.** Directors to be elected by the members shall be elected, from among those nominated, by a majority vote at the annual meeting, a quorum being present.

**4.8 Officers.** At each regular annual meeting of the Board after the members elect the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, who shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by the Association:

**President.** The President, who shall be a Director and the chief executive officer of the Association, shall open all meetings at the appointed time and call the meetings to order; announce the proper sequence of business that comes before the Association; state and put to a vote all questions that legitimately come before the Association as motions or that otherwise arise in the course of the proceedings; enforce the rules relating to debate and order and decorum within the Association; expedite business in every way compatible with the rights of members; authenticate by his signature, when necessary, all acts, orders, and proceedings of the Association; along with the Treasurer, sign all checks and drafts from the Association bank account; declare the meeting adjourned when the assembly so votes.

**Vice President.** The Vice President shall call meetings and preside at same in the President's absence. The Vice President shall act as parliamentarian, maintaining an orderly flow of business. The Vice President shall assume the remaining term of the office of President should the President leave office for reasons other than normal election.

**Secretary.** The Secretary is the recording officer of the Association and the custodian of its records, except those specifically assigned to others, such as Treasurer's books. The Secretary will keep a record of all proceedings of the Association and keep on file all committee reports. The Secretary will sign all certified copies of acts of the Association, unless otherwise specified in the Bylaws. In the absence of the President and the Vice President, the Secretary shall call the meeting to order and preside until immediate election of chairman pro-tem.

**Treasurer.** The Treasurer is responsible for all financial activities of the Association. The Treasurer shall be responsible for the collection of dues. Withdrawals from the Association's accounts shall be co-signed by the Treasurer and President. The Treasurer shall make a financial report at each meeting and is required to make a full financial report annually, subject to audit, and shall be responsible for supervising the preparation of all Federal, State and local tax returns. The duties of Treasurer may be performed by an employee or independent contractor retained by the Board, who shall, in general, perform all of the duties incident to the office of Treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

**4.9 Other Officers.** The Board shall have the right to elect such additional officers as the Board shall see fit to elect and any two or more offices may be held by the same person, except the offices of President and Secretary.

#### **4.10 Funds.**

The Board is authorized to use Association funds for normal operating and maintenance expenses as outlined in a budget presented to and approved by the membership. The Board of Directors may, by a two-thirds (2/3) vote, expend discretionary funds for any Association related business. Discretionary funds are income received in excess of all budgeted items.

Annual operating budget expenses must be met before any capital budget, discretionary funds or other items may be committed. As a minimum, the Board of Directors shall be required to budget and place five (5%) percent of current Dues each year into a Reserve Account Fund. The purpose of the Reserve Account Fund is for defraying costs of unexpected items that, if not corrected, would cause the Association to cease operations or materially effect the operations of the Association. Members present at a regular meeting shall have the power to spend the Reserve Account Fund (or portion thereof) by two-thirds (2/3) vote provided that two (2) weeks written notice of any such proposal has been given to all members of record.

**4.11 Powers and Duties.** Except as specifically provided otherwise by the Declaration, the Articles of Incorporation for the Association, if any, these Bylaws, or by law, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the members. Such powers of the Board shall include but shall not be limited to, the following:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association;
- (c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the recreation area, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors;
- (d) to administer, manage and operate the recreation area, and to formulate policies therefor;
- (e) to adopt rules and regulations, with written notice thereof to all members, governing the details of the administration, management, operation and use of the recreation area, and to amend such rules and regulations from time to time;
- (f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the recreation area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- (g) to obtain adequate and appropriate kinds of insurance;
- (h) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the recreation area, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);

- (i) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (j) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (k) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the members the general and special assessments, and to levy fines against one or more occupants in accordance with the Bylaws;
- (l) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the recreation area;
- (m) to act in a representative capacity in relation to matters involving the recreation area, the common areas, zoning issues, and the Declaration on behalf of the members, as their interests may appear;
- (n) to enforce by legal means the provisions of these Bylaws with respect to the recreation area;
- (o) to renew, extend or compromise indebtedness owed to or by the Association;
- (p) at its discretion, to authorize occupants to use the recreation area for private parties and gatherings and, at its discretion, to impose reasonable charges for such private use;
- (q) to contract for and provide landscaping and other maintenance services for the recreation area and the common areas;
- (r) to approve and enforce the covenants and restrictions contained in the Declaration;
- (s) unless otherwise provided herein, to comply with the instructions of a majority of the members as expressed in a resolution duly adopted at any annual or special meeting of the Association; and
- (t) in addition to, and in furtherance of, the powers referred to in these Bylaws, the Board, on behalf of the Association, shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the Georgia Nonprofit Corporation Code, as now in force or hereafter amended and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in these Bylaws.

**4.12 Prohibitions of the Board.** Notwithstanding anything in these Bylaws to the

contrary, nothing in these Bylaws shall be construed to permit the Board, without approval by two-thirds (2/3) vote of all members of record to:

1. Deficit spend, e.g., commit the Association to a debt that cannot be paid from current year income.
2. Borrow money, pledge assets, act as surety or guarantor or pledge the credit of the Association.
3. Sell or transfer all or any part of the assets of the Association.

**4.13 Nominating: Committee Chairperson.** At the regular meeting held in June, the Nominating Committee Chairperson shall be elected (see Section 6.1 hereof). The Chairperson will select a minimum, of three (3) other members not on the Board to constitute the Nominating Committee. It shall be the duty of this committee to nominate candidates for the offices to be filled at the annual meeting in September. Additional nominees from the floor shall be permitted. The Nominating Committee shall report at the regular meeting in August.

**4.14 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every three months. The Board shall meet within ten (10) days after each annual meeting of members. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or telegraph, at least three (3) business days prior to the day named for the meeting.

**4.15 Special :Meetings.** Special Meetings of the Board may be called by the President, Vice President, Secretary or Treasurer on twenty-four (24) hours notice which notice shall state the time, place and purpose of the meeting.

**4.16 Waiver of Notice.** Any Director may, in writing, waive notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**4.17 Quorum.** A quorum for the transaction of any Association business shall be a majority of the Directors then in office. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any 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.

**4.18 Action Without a Meeting.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting by less than all, but not less than a majority, of the directors, provided that any such action must be evidenced by one or more written consents describing the action taken and signed by no fewer than the number of directors



required to take such action, and that any further requirements of law pertaining to such consents have been complied with. Such written consent or consents shall be filed with the minutes of the Board.

## **ARTICLE V**

### **ASSOCIATION MEETINGS**

**5.1 Annual Meetings.** The regular meeting on the third Sunday in September shall be known as the annual meeting and shall be for the purpose of electing officers, receiving reports of officers and committees, and for any other business that may arise. All such meetings of members shall be held at such place in Cobb County, Georgia, and at such time as is specified in the written notice of such meeting. Notice shall be delivered to all members at least twenty-one (21) days and not more than sixty (60) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

**5.2 Special Meetings.** It shall be the duty of the President to call a special meeting of the members if so directed by (1) resolution of the Board of Directors or (2) upon petition signed and presented to the Secretary by the members entitled to at least twenty-five (25%) percent of the total votes of all members. Subject to the terms of the Declaration, special meetings shall be called by delivering written notice to all members not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of the special meeting.

**5.3 Delivery of Notice of Meetings.** It shall be the duty of the Secretary to mail a notice to each member of record of each annual or regularly scheduled meeting of the members at least twenty-one (21) days in advance of such meeting and in the case of special meetings notice shall be given at least ten (10) days in advance of such meetings. Each notice of meeting shall state the purpose thereof as well as the time and place where it is to be held. Notices of meetings may be delivered either personally or by mail to a member at the address given to the Board by said member for such purpose.

**5.5 Waiver of Notice.** 'Waiver of notice of 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. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

**5.6 Quorum.** Subject to the terms of the Declaration, a quorum of members for any meeting shall be deemed present throughout such meeting if members represented in person or by proxy and holding more than one-third (1/3) of the votes entitled to be cast at such meeting are present at the beginning of such meeting.

**5.7 Regular Meetings.** Regular meetings shall proceed as follows:

1. Meeting called to order.
2. Reporting of minutes from last Annual meeting or Board of Directors meeting.
3. Discussion and approval of minutes.
4. Financial Report.
5. Discussion and approval of financial report.
6. Committee Reports.
7. Votes held as needed on Committee Reports.
8. Old business and votes on old business as needed.
9. New business and votes on new business as needed.
10. Meeting closed.

**5.8 Voting.** Each Class A and Class B member shall be entitled to one vote, which vote may be cast by the member, the member's spouse or by a lawful proxy as provided below. When more than one person owns a membership, the vote for such member shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast attributable to such membership. The unanimous agreement of such persons shall be presumed conclusively if anyone of such persons shall purport to cast the vote of such membership without protest being made forthwith by any of the other persons owning that membership to the presiding officer of the meeting at which such vote is to be cast. In the event of such protest or disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. No member shall be eligible to vote, either in person or by proxy, or be elected to the Board, if that member is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association; (b) Each Class B member shall be entitled to one vote, which vote may be cast by the member, the member's spouse or by a lawful proxy as provided below; provided, however, that the Board of Directors may, in its discretion, determine that Class B members shall not be entitled to vote or to equal vote as to any issue or decision which in their judgment is of superior or unique concern to Class A members only. Notice of said abridged voting rights shall be included in the notice of meeting called for by Section 5.3 above.

**5.9 Voting List.** A list of names and addresses and class designation of members entitled to vote shall be maintained at the registered office of the Association.

**5.10 Adjournment.** Any meeting of the members may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

**5.11 Consents.** Any action which may be taken by a vote of the members may also be taken by written consent signed by all members entitled to vote thereon, and any further

requirements of law pertaining to such consents have been complied with.

**5.12 Proxies.** Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given shall automatically revoke the proxy.

## **ARTICLE VI**

### **COMMITTEES**

**6.1 Standing Committees.** Standing committees shall be Social, Tennis, Swim and Nominating. Chairpersons for these committees shall be elected by a majority vote of the Board. Composition and duties of the standing committees shall be as prescribed by the Board unless otherwise covered in these Bylaws. No standing committee shall have the power to act for the Association unless so authorized by a two-thirds (2/3) vote of the Board.

**6.2 Other Committees.** The Board may, by two-thirds (2/3) vote, establish such other committees as are deemed necessary to carry on the work of the Association.

## **ARTICLE VII**

### **PARLIAMENTARY AUTHORITY**

**7.1 Roberts Rules of Order.** The rules contained in the current edition of Roberts Rules of Order, newly revised, shall govern the Association in all case to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association adopts.

## **ARTICLE VIII**

### **INDEMNIFICATION**

**8.1 General.** The Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, and the Board against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, officers or committee members, on behalf of the members, or arising out of their status as Directors, officers or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but no limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such

Director, officer, Board or committee member may be involved by virtue of such persons being or having been such Director, officer, or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties-as such Director, officer, or committee member, or (b) any matters settled or compromised, if in the opinion of independent counsel acting in reasonably and in good faith selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in their performance of his duties as such Director, officer, or committee member.

**8.2 Success on Merits.** To the extent that the Board, a Director, officer of the Association or member of any committee appointed pursuant to these Bylaws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

**8.3 Expenses in Advance of Disposition.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

**8.4 Nonexclusive Remedy.** The indemnification provided by this Article vm shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a Director, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

**8.5 Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association- would have the power to indemnify him against such liability under the provisions of this Section.

**8.6 Statement of Payment.** If any expenses or other amounts are paid by way of indemnification, otherwise, than by court order or by an insurance carrier pursuant to insurance maintained by the Association, the Association shall, not later than the next annual meeting of the members, unless such meeting is held within three (3) months from the date of such payment,

and in any event, within fifteen ( 15) months from the date of such payment, send by first class mail to its members of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid and the nature and status at the time of such payment of the litigation or threatened litigation.

## **ARTICLE IX**

### **AMENDMENT OF BYLAWS**

**9.1 Amendment.** Members present at a regular meeting shall have the power to amend the Bylaws or adopt new Bylaws by a majority of the members voting in a vote in which a quorum is present provided that two (2) weeks written notice of any changes has been given to all members of record and provided that the Bylaws at no time shall contain any provisions inconsistent with Georgia Law or the Articles of Incorporation of the Association.

## **ARTICLE X**

### **CONTRACTUAL PO'VERS**

**10.1 Financially Interested Parties.** No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors are also Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of Director or Directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exist:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such Director or Directors; or
- (b) the contract or transaction is fair and reasonable as to the Association at the time it is authorized or approved.

Such common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof which authorizes, approves or ratifies such a contract or transaction.

## **ARTICLE XI**

## **USE RESTRICTIONS AND RULE MAKING**

**11.1 Authority and Enforcement.** The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the recreation area provided that copies of all such rules and regulations be furnished to all members.

The Board shall have the power to impose reasonable fines and to suspend a member's right to vote or to use the recreation area for violation of any duty imposed under the Declaration, these Bylaws or any rules and regulations duly adopted hereunder.

**11.2 Procedure.** The Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member for violation of rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction.

(b) **Notice.** Within two (2) 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 shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

## **ARTICLE XII**

### **MISCELLANEOUS**

**12.1 Notice.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed

to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

- (a) If to a member, at the address which the member has designated in writing and filed with the Secretary, or if no address has been designated, at the last known address of such member: or
- (b) If to the Association or the Board, at the principal office of the Association, or at such other address as shall be designated by the notice in writing to the members pursuant to this paragraph.

**12.2 Severability.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

**12.3 Captions.** The captions herein are inserted only as a matter of convenience and/or reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

**12.4 Gender and Grammar.** The use of the masculine gender in these Bylaws shall be deemed *to* include the feminine gender and the use of the singular shall be deemed *to* include the plural whenever the context *so* requires.

**12.5 Fiscal Year.** The fiscal year shall be set by resolution of the Board.

**12.6 Audit.** An examination of the accounts of the Association shall be made annually by a public accountant or other independent third party, as selected by the Board, and a copy of the report shall be furnished to each member who requests a copy in writing.

## EXHIBIT 'A'

All that tractor parcel of land known as the "Country Woods Subdivision" lying and being in original Land Lots Nos. 332 and 389 of the 16th District, 2nd Section, Cobb County, Georgia, as shown by plat made by J.B.Dixon, surveyor, dated September 18, 1978, and recorded in Plat Book 76, Page 58, and being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the north side of Shallowford Road with the west line of Land Lot No. 389*i* and running thence north along the west line of said Land Lots Nos. 389 and 332 for a distance ( 1,399.95 feet to an iron pin located at the northwest corner of said Land Lot 332*i* running thence east along the north line of said Land Lot 332, for a distance of 1,326.9 feet to an iron pin located at the northeast corner of said Land Lot*i* running thence south along the east line of Land Lots Nos. 332 and 389, for a distance of 1,307.27 feet to an iron pin located on the north side of Shallowford Road; running thence west along the north side of Shallowford Road for a distance of 1,317.45 feet to the iron pin at the point of beginning.

All according to survey prepared for Country Woods, Inc., dated April 5, 197\_\_ revised August 7, 1980, Dixon's Land Surveying Company, Inc., J. B. Dixon, Georgia Registered Land Surveyor, said survey being incorporated herein by reference thereto in order to more fully show the metes, bounds, courses and distances of said property.



**Amendments to the  
Bylaws of the  
Country Woods Country Crossing Homeowners Association  
Approved And Effective February 15, 2004**

**1. Keeping Sidewalks Clear from Debris** Any current or future homeowner with a sidewalk in their front yard will be mandated to keeping it clear of any debris. This includes but not limited to: grass, leaves, snow, sticks, and garbage. This will help in keeping our sidewalks safe from pedestrian injuries along with improving the overall look of our neighborhood.

This will avoid anybody putting any fences or other structures in their front yard. This will include current Homeowners as well as future Homeowners.

**2. No Structures (include but not limited to: Fences, Pillars, Playgrounds, Playsets or any other objects) can be erected or placed in the front yard.** This will avoid anybody putting any fences, or other structures in their front yard. This will include current Homeowners as well as future Homeowners

**3. No For Rent or For Lease Signs** This means that no "For Rent or For Lease" signs will be allowed on any of the common grounds or personal property within the Country Woods Subdivision. This will include any signs in windows of any homes, signs on any part of any individual property or on any common area that is owned by the Country Woods Homeowner Association. For Sale signs will still be allowed.

**4. Mandatory Membership of \$350 Fee for Houses Purchased in Country Woods Subdivision after February 15<sup>th</sup>, 2004.** Any person who purchases a house within the Country Woods Subdivision after February 15, 2004 will have a mandatory membership fee of \$350. The membership fee will include full access to the Tennis Court, Pool and Common Grounds. All Homeowners who currently own a home prior to February 15<sup>th</sup>, 2004, will continue under the current "Class A or Class B" memberships excused under the "grandfather clause".

**5. Losing Party Pays Legal Fees** This means that if Country Woods Homeowners Association Board should have to take a Country Woods Homeowner or Resident to court for but not limited to violations of Country Woods Bylaws or to collect dues) the losing party will

have to pay (but not limited to) court cost, attorney fees or any other expense pertaining to that lawsuit.

Mail  
Country Woods HOA  
PO Box 670032  
Marietta Ga 30066

BK: 15152 PG: 3087  
Filed and Recorded Apr-28-2014 03:42:55PM  
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Amendments to the  
Bylaws of the

*Rebecca Keaton*

REBECCA KEATON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Country Woods Country Crossing Homeowners Association  
Approved And Effective January 1, 2008



Any person(s) who purchases a house within the Country Woods Subdivision after January 1, 2008, must live in the house as a permanent resident. The purchaser will not be able to use the house as a rental property. This will include using the house as a duplex (living in a portion of the house and renting out a portion of the house). Current homeowners prior of January 1, 2008, will be exempted under the "grandfather clause".

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BK: 14954 Pg: 4679

Joe BAKER, TREASURER

*JB*  
4/28/2014