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SWEETBRIAR CROSSING HOMEOWNERS ASSOCIATION

BY-LAWS and ARCHITECTURAL GUIDELINES

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Note:

This document is cross-referenced with:

SWEETBRIAR CROSSING - UNIT 1

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

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BY-LAWS

SWEETBRIAR CROSSING HOMEOWNERS ASSOCIATION – FEBRUARY 2000

1. ASSOCIATION

A non-profit, non-stock association is hereby established and hereafter to be called Sweetbriar Crossings Homeowners Association and hereafter referred to in this document as The SCHA. The SCHA shall be made up of representatives appointed by a majority of individuals who are deeded owners in The Sweetbriar Crossing subdivision of homes.

2. OBJECTIVES

The SCHA is to act as a central agent for the purpose of communication, coordination and promulgation between Member organizations, individual homeowners and local, county, state and federal governing bodies as well as the news media. The SCHA will support, however possible, the following desires and efforts, without being limited to those items listed, of the Member organizations. These items are to be carried out, pursuant to legislative directions, and are to be in the best interests of residents of the Sweetbriar Crossing subdivision:

- 2.1. To preserve and enhance the amenities, natural beauty and harmony of The Sweetbriar Crossing sub division.
- 2.2. To maintain the front entrance.
- 2.3. To maintain the integrity of the established residential neighborhood and to provide guidelines for future development.

3. MEMBERSHIP

3.1. RESPONSIBILITIES

Each homeowner of any deeded unit within The Sweetbriar Crossing subdivision is hereby a member in The SCHA and to be represented by its duly appointed officers, except in the case that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. All Members, by acceptance of a deed for their lot or dwelling unit, are subject to the following whether or not referred to in any deed for the Member's property. Additionally, the homeowner shall retain responsibility in the event a Member home is rented or leased. Individuals renting or leasing a Member home must provide written authorization from the homeowner and meet the conditions of the SCHA before altering in any way the Member home or property.

- 3.1.1. The Covenants and these Bylaws (including any Rules and Regulations issued thereunder).
- 3.1.2. The Architectural Guidelines adopted and published by the Association.
- 3.1.3. The payment of annual and special assessments or charges levied by the Association, with a monetary cap of \$100. A member whose dues are paid in full shall be a member in good standing. Any member who is not in good standing shall forfeit their right to vote in SCHA matters until such time as delinquent dues have been reconciled.
- 3.1.4. The provision of a current mailing address to the Association office and notification to the Association when a lot or dwelling unit is transferred or leased, such notice to include the name and address of the new owner or lessee.

3.2. PRIVILEGES

Members in good standing are entitled to the following rights and privileges:

- 3.2.1. The use and enjoyment of the Common Properties for themselves, their household Members and guests, subject to the rights and easements reserved to the Developer and the Association.
- 3.2.2. Members may delegate their rights of enjoyment in the Common Properties to any lessee.
- 3.2.3. The Architectural review process for approval of plans for new homes or renovations.
- 3.2.4. Association publications and communications.
- 3.2.5. Attendance at Association meetings.
- 3.2.6. Appeal of any unfavorable ruling of a committee to the SCHA. It is incumbent upon the contesting homeowner to notify an SCHA officer of an appeal for a vote by a quorum of the SCHA.

3.3. VOTING

Each Member home (deeded unit) in good standing shall be limited to a maximum of one vote per issue or item on a ballot. Voting by written proxy will be allowed only prior to general voting, except when a voting deadlock necessitates additional votes. Additionally, if a deadlock occurs in any SCHA or committee vote, the first available SCHA officer shall cast the tie-breaking vote.

3.4. APPEAL

It is incumbent upon the contesting homeowner to notify an SCHA officer of a request to appeal an unfavorable committee ruling. Each Member shall be permitted an appeal of any unfavorable SCHA committee decision. The appeal process shall consist of bringing the matter to a vote before the Association. The majority outcome shall prevail and end the appeal process.

4. MEETINGS

All meetings shall be noted in the previous meeting minutes and will designate the place of the meeting. Any individual wishing to attend has the obligation to inquire as to the time and place of any meeting, except in the case of meetings called on

behalf or in consideration of any individual. That individual shall be notified, of the place and time, in writing at least two weeks prior to the meeting.

- 4.1.1. Oral or written notice including the place, time and date of any meeting may be used to notify each representative not less than one day or more than forty days before the date of the meeting.
- 4.1.2. A quorum at any meeting shall consist of at least one quarter (25%) of the committee or association members, in good standing, being present. A quorum is required for meeting on any item affecting the SCHA.
- 4.1.3. The annual SCHA meeting shall be held at ~~time~~ on the ~~first day of the month~~ of the ~~month~~ for the purpose of electing officers and directors and for the transaction of such other business as may come before The SCHA. If the day for the Annual Meeting of the Members shall fall upon an Association holiday, the meeting will be held at the same hour on the first day following, which is not a holiday.
- 4.1.4. Special meetings of the Members for any purpose may be called at any time by the President upon written petition by at least twenty-five percent of the entire Membership.
- 4.1.5. Notice of any special meeting shall be given to the Members by posting a sign at the entrance of the subdivision at least fourteen days in advance of the meeting and shall set forth in general the nature of the business to be transacted (meetings held for the purposes of extending or considering significant revisions to the Covenants require thirty days advance notice).
- 4.1.6. The President, Committee Chairman or any ad hoc group consisting of not less than one tenth of the eligible homeowners may call committee meetings.

5. MEETING PROCEDURE

The President shall preside over the annual Member meeting followed by the next highest-ranking officer in the event of absence. An annual meeting shall be postponed if more than two officers are absent. The meeting shall begin with all Officer and Committee reports to The Association after which time the floor shall be opened for member participation. The length of the meeting shall not exceed ninety minutes unless a motion to extend the meeting is carried by a majority of the members in attendance. Furthermore, it is requested that the presiding officer recognize members before addressing The Association.

6. SCHA OFFICES

6.1. PRESIDENT

The President shall be the Principal Executive Officer of the organization and shall supervise control and preside at all of the meetings of The SCHA. The President shall sign with the Secretary or any other Officer of The SCHA authorized by the Association, any instrument which the SCHA has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the SCHA or by these by-laws or by statute to some other officer of The SCHA: and shall perform all duties incident to the Office of the President and such other duties as may be prescribed by the SCHA from time to time. The President shall cause the Books and Records of the Treasurer to be audited upon the change of Treasurer but not less than annually.

6.2. VICE-PRESIDENT

In the absence of the President or in the event of inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the President. The Vice- President shall perform such other duties as from time to time may be assigned by the President or SCHA.

6.3. TREASURER

The Treasurer shall have charge and custody of and be responsible for all funds and securities of The SCHA in such Banks and Trust Companies or other depositories as shall be selected in accordance with the provision of these by-laws; and perform all the duties incident to the Office of the Treasurer and such other duties as may be assigned from time to time by the SCHA.

6.4. SECRETARY

The Secretary shall keep the minutes of the meetings of the Members and of the SCHA in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of The SCHA Records. In accordance with the provisions of these By- Laws, keep a register of the post office address of each Member, which is to be furnished to the Secretary by such Members and perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or SCHA.

7. ELECTIONS AND TERMS OF OFFICE

Officers of The SCHA shall be Members in good standing elected by the Membership at the Annual meeting of the organization in ~~person~~. Each officer shall be elected for one year commencing at the Annual meeting.

8. VACANCIES

Vacancies in any office shall be filled through appointment by the SCHA for the remaining portion of the term.

9. REMOVAL FROM OFFICE

Any officer or Agent elected or appointed by the SCHA may be removed from office by the SCHA for cause and/or missing two consecutive unexcused meetings if in the judgment of the SCHA for the best interests of the organization.

10. RECORDS

The SCHA records are the property of The SCHA and the custody of the records should be transferred to the newly elected President by the outgoing President at his final meeting.

11. ESTABLISHMENT

The President of The SCHA may appoint one or more committees to be approved by the SCHA.

12. CHAIRPERSONS

The Chairperson of each committee shall be appointed by a consensus of the respective committee members. They shall serve for the term designated by the SCHA.

13. CONTRACTS, EXPENDITURES, DEPOSITS AND FUNDS

Officers authorized by these by-laws may enter into any contract or execute and deliver any instrument in the name of and behalf of the Association and such authority may be in general or confined to specific instances. Fund expenditures may not exceed one hundred dollars on any obligation that has not been approved by the Membership, prior to the commitment. Preferably, the President and Secretary must sign all contracts. However, in the event of absence, any presiding officer shall be authorized for signature. Likewise, those officers shall also sign all checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of The SCHA. At least 90% of the Residential Real Estate expenses for the tax year must consist of expenses to acquire, build, manage, maintain, or care for the front entrance on behalf of the members of the Association - per Form 1120-H of the IRS.

Personal expense incurred by any officer or committee member directly through service of the SCHA, excluding valuation of time spent, shall be reimbursable with a voucher that shall include receipts and details of the expenditure. Any personal expenditure over the amount of twenty-five dollars shall first be approved by the SCHA, excluding the normal maintenance cost of the front entrance.

14. DEPOSITS

All funds of The SCHA shall be deposited by the fifth business day after receipt to the credit of The SCHA in such Banks, Trust Companies or other Depositories selected via a simple majority of the members in good standing.

15. FISCAL YEAR

The Fiscal year of The SCHA shall begin on the first day of January and end on the last day of December in each year, except the first fiscal year shall commence on the date of the establishment of The SCHA and end on the last day of the same year.

16. ANNUAL DUES

The annual dues shall be established at \$30.00 per deeded unit per year. The dues amount may be changed by a majority vote of the voting members present at a general meeting. Such funds shall be used for the maintenance of the common areas or the common benefit of homeowners in The Sweetbriar Crossing subdivision. Funds shall not be used for any other purpose unless decided upon by a 90% vote of the entire SCHA.

17. PAYMENT OF DUES

Dues shall be payable by January 31 and annually thereafter.

18. AMENDMENT TO BY-LAWS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a two-thirds vote of the Members present at a general meeting. Notice of the proposed changes shall be published at least 10 days prior to the meeting.

19. DISSOLUTION

Upon dissolution of The SCHA, funds and assets remaining will be rebated pro-rated to existing Members.