

SWEETBRIAR CROSSING HOMEOWNERS ASSOCIATION

BYLAWS and ARCHITECTURAL GUIDELINES

Lynne R. Walls, Treasurer
Sweetbriar Crossing HOA
3838 Briarstone Cove
Snellville, GA 30039
404-580-7128

DEED B: 62007 P: 00634
08/11/2025 09:11 PM Pgs: 7 Fees: \$25.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

ERECORDED

Note:

This document is cross-referenced with:

SWEETBRIAR CROSSING – UNIT 1
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
Recorded October 25, 1995
BK11893 PG0053 through PG0060

And updates Bylaws and Architectural Guidelines items listed below:

- (1) Bylaws and Architectural Guidelines
Recorded May 25, 2000
BK20596 PG0043 through PG0048
- (2) Amendment I
Recorded January 6, 2001
BK23391 PG0097 through PG0099
- (3) Amendment II
Recorded January 25, 2009
BK49560 PG0407 through PG0409
- (4) Amendment III
Recorded February 8, 2011
Repeals Amendment II (which permits rentals) to show NO rentals are allowed.

BYLAWS
SWEETBRIAR CROSSING HOMEOWNERS ASSOCIATION - JULY 2025

1. ASSOCIATION

A non-profit, non-stock association is hereby established and hereafter to be called Sweetbriar Crossing Homeowners Association and hereafter referred to in this document as the SCHA. The SCHA shall be comprised of individuals who are deeded owners of property 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 subdivision.
- 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.

- 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. See Guidelines included on page 5.
- 3.1.3. The payment of annual and special assessments or charges levied by the Association, with a monetary cap of \$250. A member whose dues are paid in full shall be a member in good standing.
Members who are 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, such notice to include the name and address of the new owner.

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. The Architectural review process for approval of plans for new homes or renovations.
- 3.2.3. Association publications and communications.
- 3.2.4. Attendance at Association meetings.
- 3.2.5. 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. 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.
- 4.2. 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 (25% of 68 = 17) is required for meeting on any item affecting the SCHA.
- 4.3. The annual SCHA meeting shall be held at 7pm on the second Tuesday of the month of November 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 on a holiday, the meeting shall be scheduled for one week later at the same time.
- 4.4. 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.
- 4.5. 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).
- 4.6. The President, Committee Chairmen, 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. In the President's absence, the next highest-ranking officer will preside. 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 OFFICERS

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 Bylaws 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 the President 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 of the 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 Bylaws 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 Bylaws or as required by law; be custodian of the SCHA records. In accordance with the provisions of these Bylaws, keep a register of the current mailing 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 the 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 November. 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 it is in 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 Bylaws may enter into any contract or execute and deliver any instrument in the name of and on 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

3

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 expenses 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 by 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

Annual dues shall be established at each November Annual Meeting following a detailed financial report by the Treasurer. The annual dues amount may be changed by a majority vote of the eligible 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 SCHA Members present at the November Annual Meeting.

17. PAYMENT OF DUES

Dues shall be payable by January 31 and annually thereafter.

18. AMENDMENT TO BYLAWS

These Bylaws may be altered, amended, or repealed, and new Bylaws 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 rata to existing Members.

ARCHITECTURAL GUIDELINES SWEETBRIAR CROSSING SUBDIVISION

PURPOSE: The Declaration of Covenants, Conditions & Restrictions (CC&Rs) is binding upon each and every homeowner in Sweetbriar Crossing. The Architectural Control Committee (ACC) has the responsibility of overseeing the implementation of the items covered in the CC&Rs. Several items in the CC&Rs state only that, *before proceeding, the installation shall be approved by the ACC*. The purpose of this document is to set forth uniform standards for those items so that each request for approval will be subject to the same set of rules. *All conditions set forth in the CC&Rs remain in force whether or not they are included in this document.* Please check *both documents* for conditions that apply to the changes or additions that you desire to make.

Many homeowners have been unaware that the CC&Rs exist, and some have made additions to their property that do not comply with conditions as set forth in these guidelines. Please review this document carefully; and if you discover that changes have been made to your property that are in conflict with these guidelines, please contact any member of the ACC to discuss the matter.

The goal of the ACC, as that of all homeowners, is to keep our neighborhood a place that we can be proud of and to promote the harmony of external design and location as it relates to the surrounding structures and properties. In so doing, we will also be increasing our property values. Let's work together to keep this a great community.

ANTENNAE: All radio, television transmission, television satellite dish, or reception towers shall be erected on the rear of the house or in the rear yard; and if visible from the street, shall be hidden by a screen. Any type of tower must be reviewed and approved by the ACC.

PARKING: Article 17 of the CC&Rs prohibits the overnight street parking of commercial trucks, trailers, school buses, mobile homes, boats, and boat trailers. Due to the narrow streets and possible danger of children or animals darting out from behind a parked vehicle, it is recommended that **all vehicles** be parked in garages or driveways at all times. Temporary street parking of visitors is acceptable. Please do not park vehicles on front lawns or side yards. Gwinnett County Zoning Resolution prohibits parking vehicles on unpaved surfaces.

MAILBOXES: All mailboxes shall be of the same design, size, color, and lettering. The mailbox shall be metal with rounded top, black in color. The post shall be of 4"x4" wood, painted white. House numbers shall be black, and installed vertically on the post. In other words, the mailbox and post shall be as was originally installed by the builders. No other style mailboxes will be approved.

GARBAGE CANS: All garbage cans, woodpiles, clotheslines, lawn tools, and garden equipment shall be kept out of sight or screened and shall not be visible from the street. Garden hoses shall be kept neatly on hose reels or out of sight when not in use. Garbage cans and recycle containers shall be removed from the street as soon as practical after garbage has been picked up.

EXTERIOR COLORS: If you wish to change *any* of your existing exterior colors, approval must be obtained from the ACC as in accordance with Article 4 of the CC&Rs.

PETS: Dogs, cats, or other pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such pets must not constitute a nuisance or cause unsanitary conditions to other properties. Please stay in compliance with the Gwinnett County Leash Law.

SWIMMING POOLS, ETC.: All swimming pools, hot tubs, spas, and related equipment, including surrounding decks and other similar items, shall be located or screened so as to be hidden from view of neighboring streets. Plans showing the location of and the materials to be used must be submitted to the ACC for written consent, prior to starting construction.

5

FENCES: No fence shall be placed, erected, allowed, or maintained upon any Lot closer to the street than the rear one-third ($\frac{1}{3}$) of the residence located on the Lot. All fences facing the street shall be made of wood and shall not exceed six (6) feet in height. All posts should be kept inside the fence. The remainder of the fence shall be either wood or chain link. Wire fencing other than chain link shall not be permitted. Plans showing the location of, and the materials to be used, must be submitted to the ACC for written consent prior to starting construction.

SHRUBBERY: Please keep all shrubbery neatly trimmed and below the bottom of windows.

UTILITY BUILDINGS, ETC.: Construction, installation, or placement of a storage shed, play house, detached garage, or building separate from the main house on the Lot, is not permitted without prior written consent of the ACC. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ACC for written consent, prior to obtaining building permits, or starting construction. Not more than one (1) utility building shall be constructed on any homeowner's property.

ADDITIONS TO THE MAIN HOUSE: External additions to the main house on the Lot, such as porches, sunrooms, additional rooms, and other similar items, are not permitted without prior written consent of the ACC. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ACC for written consent, prior to obtaining building permits or starting construction.

ACC MEETINGS: The ACC will meet on the first Tuesday of each month. (Special meetings will be held if necessary.) All plans and specifications that have been submitted will be reviewed at that time. All submittals must be approved by a majority of the members of the ACC. Submittals may be made at any time, to any member of the committee.

Executed and declared
In the presence of:

Sweetbriar Crossing Homeowners Association

W. Williams
WITNESS

By Christopher Williams
Christopher Williams, President

Date 7/30/25

Demon Walker
WITNESS

By Demon Walker
Demon Walker, Vice-President

Date 7/30/25

Lynne R. Walls
Lynne R. Walls
Notary Public
Gwinnett County, Georgia
My Commission Expires 01/03/2027

