

**Compilation of  
Original Bylaws, 1<sup>st</sup> Amendment, and 2<sup>nd</sup> Amendment**

**PRINCETON HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**                      Name and Location

Section 1              Name

The name of the association is Princeton Homeowners' Association, Inc., a Georgia nonprofit membership corporation, hereinafter referred to as the "Association".

Section 2              Location

The principal office of the Association shall be located in Hall County, Georgia. Meeting of members and officers may be held at such places within the State of Georgia, Hall County as may be designated from time to time by the Officers.

**ARTICLE II**                      Purpose

Section 1              Purpose

The primary purposes of the Association shall be (a) to enforce the provisions of the articles of incorporation, bylaws, and covenants; (b) to preserve all common areas in their natural state; (c) to provide for the continued maintenance and preservation of the subdivision entrance and other street-side common areas.

**ARTICLE III**                      Membership and Voting Rights

Section 1              Membership

Once a house is occupied as a residence, whether by the homeowner, lease tenant, or other arrangement, the property owner becomes a member of the Association with full rights and obligations associated with being an Association member, to include payment of any Association dues and fees.

Section 2              Voting Rights

The Association shall have one class of voting membership, which consists of all homeowners. Such owners shall be entitled to exercise voting rights as provided in the Princeton Subdivision Protective Covenants ("Declaration") and as prescribed herein. When more than one person holds such interest in any home, all such persons shall be members and the vote for such home shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any home.

Section 3              Suspension of Voting Rights

A member's voting right will be suspended, if that member has failed to pay when due any assessment and/or penalties for violation of the covenants imposed upon him or her, until such assessment or penalty has been paid.

## **ARTICLE IV        Meeting of Members**

### **Section 1        Annual Meeting**

An annual meeting of the members of the Association shall be held in the month of November on a date, time and place as determined by the officers. The meeting will be for the purpose of hearing reports from Association officers, electing officers for the ensuing year and approving the annual budget for the Association.

### **Section 2        Special Meeting**

Special meetings of the members may be called at any time by the President or by written request of 35% of eligible membership.

### **Section 3        Notice of Meeting**

Written notice of each meeting shall be given by, or by the direction of, the Secretary or authorized person to call the meeting at least 14 days in advance of any annual scheduled meeting and at least 5 days prior to any other meeting, stating the time, place and agenda of such meeting. Such notices shall be hand delivered, sent by U.S. mail, or placed on a public information board at the entrance to Princeton for all members of record. Members providing an email address may receive notification in this manner in lieu of U.S. mail. Items mailed U.S. mail shall be mailed to such address as member has designated or if no address has been designated at the address of their respective house. Any one or a mixture of these notification may be used at the discretion of the serving Association Officers.

### **Section 4        Quorum**

For any action to be taken at any regular or special meeting there must be a quorum of at least 55% of the eligible voting members and/or proxies of the association members present at the meeting. If less than a majority are present, discussion of such matters on the agenda may be had, but any action on such matters must be delayed until a later meeting or taken by a mail ballot or email ballot for the officially registered email address from each Association member (one per household) as distributed by the Officers of the association. Such U.S. Mail or email ballots shall not be valid unless 55% of eligible voters return their ballot.

### **Section 5        Proxies**

Subject to provisions of Article 3, Section 2, hereof, at all meetings of the members, each eligible member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary by the commencement of the meeting. Each proxy shall be revocable, shall automatically cease upon conveyance of a home and shall be effective only for the meeting specified therein and any adjournment thereof.

### **Sections 6       Order of Business**

The order of business at all annual meetings of members shall be as follows;

- (A)    Proof of notice of meeting
- (B)    Reading of the minutes of preceding meeting
- (C)    Reports of officers
- (D)    Election of offices
- (E)    Unfinished business
- (F)    New business

Section 7        Conduct of the Meetings

The President shall preside over all meetings of the members and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions duly adopted as well as a record of all transactions occurring at such meetings. The latest edition of Robert Rules of Order shall govern the conduct of all meetings of the members.

**ARTICLE V**        Officers

Section 1        Number and Qualifications

The officers of the Association shall be President, Vice President, Secretary, Treasurer. One person may hold the office of Secretary and Treasurer simultaneously. The Vice President may also act as assistant secretary and perform the functions thereof in the absence of the Secretary. They shall be Homeowners in good standing of the association.

Section 2        Election of Officers

The officers shall be elected at the annual business meeting. They are elected by a quorum, majority vote of the eligible membership. They shall hold office for one year. The term of the serving Association officers shall be January 1<sup>st</sup> through December 31<sup>st</sup>. If no Association officers are elected, the term of the current officers may continue until said officers are elected or until a management firm takes charge of the running of the Association.

The officers may be re-elected for additional terms.

Section 3        Meetings of the Officers

The meetings of the officers shall be held whenever necessary at a time and place of their choosing. A notice of the meeting, time and place shall be provided to all homeowners at least 3 days prior to the meeting either by hand delivery, U.S. mail or placed on a public information board at the entrance/exit to Princeton for all members of record. Members providing an email address may receive notification in this manner in lieu of U.S. mail. Homeowners may attend all meetings as observers.

Section 4        Vacancy

A vacancy may be filled by a special meeting (having at least a quorum) of the Association by the majority vote of eligible members. If less than a quorum is present, voting shall be delayed until a later meeting, or upon receipt of a quorum-equivalent number of mail or email ballots (from the registered email address for each Association Member) as distributed by the Officers of the Association. Such U.S. Mail or email ballots shall not be valid unless a quorum of eligible voters return said ballot. The Association shall continue to perform its' duties with the vacancy of said officer until such time an election shall be held.

Section 5        Resignation and Removal of Officers

Upon the affirmation vote and or proxies of a quorum majority of the Association, either with or without cause, and his/her successor may be elected at a special meeting of the Association called for such purpose. Any officer of the Association may resign at any time by delivering his/her resignation to the officers. His/her successor may be elected at a special meeting of the Association.

Section 6 Multiple Officers

The offices of Secretary and Treasure may be held by the same person.

Section 7 President

The President shall preside over all the meetings. He/she will execute contracts, orders and other documents (as approved by the members of the association) in the name of the association as its agent. He/she may not borrow money or make any major monetary decisions without a majority vote of a quorum of association members. He/she may be approached about any concerns of the homeowners.

Section 8 Vice President

The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. He/she will be responsible for the maintenance of the subdivision entrance and street-side areas of the common grounds through procurement of a lawn service (as approved by the members of the association). This service may alternatively be provided by member volunteers.

Section 9 Secretary

The Secretary is responsible for keeping and maintaining a record of all meetings of the officers and the association and is the custodian for most of the official records of the association. The Secretary, along with the other officers, will be in charge of giving all of the required notices of association meetings. In the event he/she is unable to attend a meeting, the Treasurer shall keep the official records. If the Treasurer cannot keep the official records then the Secretary must find a Member in good standing who will act as recorder. As the custodian of the minutes and the other official records of the association, the Secretary is responsible for ensuring access to those records by the members. Any one wishing to review the records should make an appointment. There is no charge to the member to view the records. However, there is a charge of \$2.00 per page for copies. Upon request, copies will be made, within a reasonable time period, by the Secretary for the member making the request. The Secretary shall pass all official records to the incoming Secretary at the start of the Association's fiscal year.

Section 10 Treasurer

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He/she shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as set up by the officers, and he/she shall, in general, perform all the duties incident to the office of treasurer of a corporation. Anyone wishing to review the records should make an appointment. There is no charge to the member to view the records. However, there is a charge of \$2.00 per page for copies. Upon request, copies will be made, within a reasonable time period, by the Treasurer for the member making the request. The Treasurer shall pass all official records to the incoming Treasurer at the start of the Association's fiscal year.

Section 11 Compensation

No officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursement made by him/her in performance of his/her duties. No officer shall be obligated to make any such disbursements.

**ARTICLE VI** General Provision of Officers

Section 1 Contracts

No contracts shall be let by the Association officers unless prior, majority vote approval by a quorum of eligible members is obtained at the annual meeting, a special called meeting, or through the U.S. Mail or email notification with voting ballot. Any contractual expenditure exceeding \$1000.00 must not be made until at least three bids by disinterested parties have been received. However, approval by a quorum, 55% of the eligible member vote and or proxies must be obtained before project can go forward regardless of the amount of the expenditure. Standard expenses such as general office supplies, general communication cost such as postage, printing, mailing, web page and general landscaping does not require additional approval of a quorum if included in the approved budget. This will allow the Officers to conduct normal business on behalf of the Association. No relative of any serving officer shall be eligible on any Association contract.

Section 2 Indemnification

The Association officers shall be indemnified personally against any legal action brought against them by a homeowner while serving the Association in accordance with the covenants and these bylaws.

**ARTICLE VII** Budget, Finances and Insurance

Section 1 Budget/financial report

The budget sets forth the proposed expenditures of funds for maintenance of the properties under the Association's control and for the management and operation of the Association itself. The budget should be prepared annually by the officers and presented to the Association at the annual meeting. A copy of last year's budget and the projected budget should be sent out to all the Association members prior to the annual meeting. A majority vote of the quorum is required to adopt the budget. Upon the adoption of the budget the required annual assessment of each property is set simultaneously. Items approved in annual budget are not subject for further approval or vote by a quorum and may be disbursed by officers as approved.

Section 2 Financial filings

The Association is required to file an annual income tax return with the Internal Revenue Service.

Section 3 Time for payment and delinquency

The Association members shall be notified each year in March of their assessed payment. The payment should be sent to the Association's P. O. Box no later than May 1st. If assessed funds have not been received by the May 1st deadline, the Association member will be delinquent.

Section 4      Enforcement of delinquent members

The Association member will receive a written certified notice of being delinquent. If funds are not received within 30 days, this will constitute a lien against the affected property. A lien will include the delinquent balance plus any fees or cost associated with the lien. Interest may be added to any delinquent balance plus fees and cost to the Association at a rate of 10 percent. Simple interest, for the purpose of this document, will be compounded to the balance each fiscal yearend. However, should the homeowner wish to pay the balance, interest will be calculated through the date of payment and any new fees associated with the payoff shall be added to the payoff balance.

Any check returned unpaid to the Association will constitute a member being delinquent. A return check fee of \$10.00 will be charged to the member for the handling of this item. If the member provides good funds upon notification of unpaid item no additional fees will be charged. However, should the member's unpaid item remain as such, then the enforcement shall take place the same as if no payment had been made, a return item fee will be charged and in additional charges will be incurred. If the Association has provided for collection assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full, together with any delinquency charges, interest, cost of collections including court costs, attorney fees, postage or other expenses incurred. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his/her living unit.

**ARTICLE VIII**      Enforcement of Covenants

Section 1      Covenant enforcement

The Covenants will be enforced as outlined in the Declaration. If the homeowner who is in alleged violation of the Covenants chooses not to comply after being verbally notified by another homeowner or officer of the Association, that he/she is in violation of the Covenants, he/she will be sent a certified letter by an Association officer specifying the violation and the deadline for compliance. If compliance is not initiated by the published deadline, a second certified letter will be sent informing the homeowner of the penalties being imposed for noncompliance with the Covenants, in accordance with the Schedule of Penalties. If left unpaid, these penalties will constitute a lien against the subject property. In lieu of a verbal warning, a letter from the Association officers with language that is written as such to inform the said Association member that the issued letter is to be considered as a verbal warning may be used. The Association officers may act with or without an Association member making a request. Any fees for this process, such as, but not limited to certification fees, filing fees may be assessed to the homeowner or property owner.

Section 2        Schedule of penalties

The penalty for Covenant violations will be as follows; Twenty-five (\$25.00) dollars for the day the second certified notification of penalty letter is delivered to the homeowner who is in violation and twenty-five (\$25.00) dollars per day thereafter until such time the violator demonstrates to two of the Association Officers that compliance with the Covenants has been initiated, with assurances of acceptable completion. At their discretion, the officers may establish a reasonable time frame for completion of compliance. This shall be documented in writing and the property owner shall also sign in agreement. Should the homeowner refuse the certified letter the notification time will start from the first day the U.S. Postal Service tried to deliver the certified letter. A lien will include the Covenant violation balance plus any fees or cost associated with the lien. Interest may be added to any delinquent balance plus fees and cost to the Association at a rate of 10 percent. Simple, for the purpose of this document, is interest compounded to the balance each yearend. However, should the homeowner wish to pay the balance, interest will be calculated through the date of payment and any new fees associated with the payoff shall be added to the payoff balance.

**ARTICLE IX**        Rights and Responsibilities of Individual Owners

Section 1        General

Upon purchasing, each homeowner shall be provided with the covenants and the bylaws prior to the purchase of their home.

**ARTICLE X.**        Miscellaneous

Section 1        Declaration and Bylaws

In the event of any conflict between the Declaration and these Bylaws, the Declaration shall be the superior document.

Section 2        Seal

The Association shall have a seal in circular form having within its' circumference the words "Princeton Homeowners Association, Inc.".

Section 3        Fiscal year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December every year, except that the first fiscal year shall begin on the date on which the Association was incorporated under the laws of the State of Georgia.

Sections 4        Signatory

All checks issued by the Association must be signed by two of the serving officers.