

FOUNTAINHEAD CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

(AS AMENDED THROUGH February 20, 2024)

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## **ARTICLE I – General Provisions**

Section 1. Name: The name of this Association shall be FOUNTAINHEAD CONDOMINIUM ASSOCIATION, INC.

Section 2. Governing Statutes and Documents: The Georgia Condominium Act, Georgia Code Annotated 85-16E (hereinafter referred to as the “Act”), the Georgia Non Profit Corporation Code, the Declaration as herein below defined Plats and Plans recorded with respect thereto and these By-Laws shall constitute the governing documents of the Condominium. The Declaration is incorporated herein by reference, and all of the covenants, rights, privileges, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. In the event there is any conflict between provisions of the Act or the Declaration and these By-Laws, the Act or the Declaration shall control. The definitions and terms as defined and used in the Act and Declaration shall have the same meaning in these By-Laws.

Section 3. Application: All of the present or future owners, tenants, their guests and invitees, or any other person that might use or occupy a Unit or any part of the property comprising the Condominium shall be subject to the rules, restrictions, terms and conditions contained in the Act, the Declaration and these By-Laws.

## **ARTICLE II – MEMBERSHIP**

Section 1. Membership: The membership of this Association shall be limited to record owners of Units at FOUNTAINHEAD CONDOMINIUM, hereinafter referred to as “the Condominium,” pursuant to the terms and conditions contained in the Declaration of Covenants, Conditions and Restrictions for Fountainhead condominium (hereinafter referred to as the “Declaration”), recorded in Reel \_\_\_\_\_, page \_\_\_\_\_, Richmond County, Georgia Records. The foregoing is not intended to include persons who hold an interest in a Unit merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

Section 2. Suspension of Membership Voting Rights: During any period in which a member shall be in default in payment of any assessment levied by the Association, the voting rights and right to use of the common elements, of such member shall be suspended by the Board of Directors until such assessment has been paid. Default is defined as nonpayment more than 30 days past the date of the levying of the fine or fee.

## **ARTICLE III – MEETINGS OF MEMBERS**

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

Section 2. Annual Meeting: Annual meeting of the Association shall be on the 3<sup>rd</sup> Tuesday of February each year or at such other time as may be fixed by the Board of Directors from time to time. However, after the time for the annual meeting has been fixed, it shall be changed only at a subsequent annual meeting.

Section 3. Special Meetings: The President shall be required to call a special meeting of the owners as directed by resolution of the Board of Directions, or upon a petition signed by a majority of the owners presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose, and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at least ten (1) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Any member may waive the notice of the meeting by doing so in writing before, at, or after the meeting.

Section 5. Order of Business: The order of business at all annual meetings shall be as follows:

- (a) Roll Call (Sign In Sheet/Proxy).
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reports of officers.
- (d) Reports of committees, if any.
- (e) Unfinished business.
- (f) New business.
- (g) Election of inspectors of election.
- (h) Election of Directors.

Section 6. Quorum: At all meetings, regular or special, the presence, in person or by proxy, of members having forty percent (40%) of the total authorized votes in accordance with the voting percentages assigned in the Declaration shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the quorum required by the bylaws. No subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7. Voting: The Association shall have one class of voting membership which consists of all eligible members. Each eligible member is entitled to one vote per unit owned, however, in no event shall a unit be entitled to more than one vote. When more than one person is the owner of a Unit the vote for such Unit shall be exercised as the owners among themselves determine. The acts approved by a majority of those present at a meeting which a quorum is present shall constitute the acts of and be binding upon the members, except where approval by a greater number of members shall be required by the Declaration or By-Laws.

Section 8. Proxy: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 9. Adjourned Meetings: If any meeting cannot be organized because a quorum has not been met, the members present in person or by proxy must adjourn and reschedule the meeting until a quorum can be established.

Section 10. Parliamentary Authority: Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of members of the Association shall be governed by Roberts Rules of Order, latest edition.

## **ARTICLE IV – BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

Section 1. Number: The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be an owner, or their legally married spouse, of a unit at the condominiums at all times during their service as directors. If the number of the Board of Directors falls below five (5) members, the affairs of the Association may still be carried out with at least three (3) members while reasonable efforts are made to obtain new Directors.

Section 1. (a). Nominating Committee: The Nominating Committee shall present a slate of Directors to be elected at the annual meeting. The floor shall also be open for nominations at the annual meeting. Nominees must have consented to being placed in nomination before any name can be presented.

Section 2. Terms: The term of office for the Directors of the Association shall be as follows: three (3) members shall be elected for terms of two (2) years, and two (2) members shall be elected for terms of one (1) year; and thereafter, upon the expiration of such terms, successors shall be elected for a term of two (2) years. The Directors shall hold office until their successors have been elected and the Directors shall be elected at the Annual Meeting of the Members of the Association.

Section 3. Vacancies: Vacancies in the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 4. Compensation: No Director or officer shall receive any fee, salary or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority of the members.

Section 5. Indemnity: Each Director and each officer of the Association shall be held harmless from expense, loss or liability by reason of having served as such Director or officer and shall be indemnified by all owners (as a common expense) against all expenses and liabilities, including reasonable attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a part, or have become involved in, by reason of being a Director or officer, whether or not he is a Director or officer at the time such expenses or liability arises. However, no Director or officer shall be indemnified for any expenses or liability in which he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

Section 6. Removal of Board of Directors: At any regular meeting of the Association or special meeting of the Association duly called, any one or more of the Directors may be removed with cause by a vote of two-thirds of the total authorized vote of the eligible membership, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by any owner or owners shall be given an opportunity to be heard at the meeting.

## **ARTICLE V – MEETINGS OF DIRECTORS**

Section 1. Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which the Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting providing a majority of the whole Board shall be present.

Section 2. Regular Meeting: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least three (3) days prior to the day named for such meeting.

Section 3. Special Meeting: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 4. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of 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 be a waiver of notice by him of the time and place thereof. 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.

Section 5. Board of Directors Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors provided, however, that all motions and resolutions shall require the affirmative vote of at least three (3) Directors for passage. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the Meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the majority of the Directors. Any action so approved shall have the same

effect as though taken at a meeting of the Directors. Any action taken without a meeting shall be ratified at the next scheduled Board meeting.

## **ARTICLE VI – POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers: The Board of Directors shall have power:

- (a) To adopt and publish rules and regulations governing the use of the common elements and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (c) To Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent, without reasonable excuse, from three regular meetings of the Board of Directors in a calendar year; and
- (d) To enter into management agreements with third parties in order to facilitate efficient operation of the Condominium. It shall be the primary purpose of such management agreements to provide for the administration of the Condominium, the maintenance, repair, replacement and operation of the common elements, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be determined by the Board of Directors to be in the best interests of the Association and shall be subject in all respects to the By-laws and the Declaration.
- (e) Any condition not covered in these Guidelines or the CC&Rs shall become a matter of discretionary judgment on the part of the Board of Directors, acting in good faith on behalf of the best interests of the Association and Community as a whole.

Section 2. Duties: It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and business affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by at least one-fourth (1/4) of the members who are eligible to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration;
  - (1) To fix the amount of the annual, semi-annual, quarterly or special assessment against each Unit at least 30 days in advance of each assessment period; and to limit any and all increases in assessments to an annual total of not more than 10% of the previous year's annual assessment without a majority vote of the membership at a regular or special meeting; and
  - (2) To deliver written notice of each assessment to each Unit or send written notice of each assessment to every member subject thereto at least 30 days in advance of each assessment period;
- (d) To issue, or to cause its duly authorized agent or an appropriate officer to issue, upon demand by a member or by any person making a request therefore as authorized by

- Section 40 (d) of the Act at any time a member's Unit have been paid. A reasonable charge not to exceed \$10.00 may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- (e) To procure and maintain insurance and perform all functions related thereto as provided for and in accordance with the terms of the Declaration.
  - (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (g) To cause the common elements to be maintained and to insure that all activities and responsibilities pertaining to the affairs of the Condominium are properly conducted and efficiently discharged.

## **ARTICLE VII – OBLIGATIONS OF THE OWNERS**

Section 1. Maintenance and Repair: Every owner shall keep in good order and maintain his Unit in the condition, and to the degree that such work, if omitted, would affect the Association membership as a whole, or a part, belonging to other owners. Owners shall be responsible for the damages and liability that failure to do so may cause. Owners shall be responsible for any damages originating from their unit to another owner's property and/or the common elements. All repairs of internal installations in the Unit, such as appliances, attachments, fixtures and fittings attached to the water systems, light systems, sewage systems, doors, windows, lamps, and all other accessories belonging to the Unit shall be at the owner's expense. The cost of clearing a sewer line from a Unit to the sewer main, or clearing a clog within the plumbing stack, shall be the responsibility of the Unit owner or owners affected. In the event of owner(s) refusal to pay for their share of the cost of said repairs, the Association may satisfy the obligation and charge the equitable share(s) to the refusing owner(s) Association account.

Section 2. Architectural Standards: Owners have the right and duty to repair and maintain their Unit(s) and improvements to ensure an appealing appearance – without imposing a financial burden on the Association for repairs caused by negligence or inattentiveness. Any improvements or modifications visible from the exterior require prior written approval of the Board of Directors. Please refer to the Architectural Standards which are an Exhibit of the Fountainhead Handbook for the specific guidelines.

Section 3. Conduct: All owners, their guests, visitors or occupants of the Unit shall at all times observe the rules of conduct which may from time to time be established by the Association or its Board of Directors. Said rules shall be kept in the office of the Association as a matter of records, and copies furnished to any owner on request.

Section 4. Notices:

- (a) An owner who mortgages his Unit or executes and delivers a deed to secure debt or other security instrument which shall be or become a lien on the Unit shall notify the Association through the President or the Board of Directors of the name and address of his mortgagee, or the holder of such deed to secure debt or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may

request respecting unpaid assessments, taxes, or other information concerning such deed to secure debt and the Unit encumbered thereby.

- (b) An owner selling their Unit shall notify the Association office of the following:
- i. Notice of intent to sale
  - ii. Listing realtor/agent
  - iii. Closing attorney and closing date
  - iv. New owner's contact information

## **ARTICLE VIII – OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers: The officers of this Association shall be a President, Vice-President, Secretary, Treasurer, and Director who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal: Any officer may be removed from office with cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such note or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties: The duties of the officers are as follows:

### President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments regarding the common elements and shall co-sign all checks and promissory notes, if any.

### Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(b)(2) The Treasurer shall act in the place of the President and First Vice-President in the event of their absence, inability or refusal to act and shall be Chairman of the Nominating Committee.

### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as may be required of him by the Board.

### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE IX – BOOKS AND RECORDS**

Section 1. Inspection: The Declaration, By-Laws, and books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

## **ARTICLE X – AMENDMENTS**

Section 1. Procedure: These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflicts: In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XI – MISCELLANEOUS

Section 1. Fiscal Year: The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year.

[END OF BY-LAWS]

NOTE: The foregoing Declaration and By-Laws are intended to be complete and accurate. However, reference may be made to the “official” documents which are recorded in the Office of the Clerk of the Superior Court for Richmond County, Georgia.