

SUMMIT VIEW HOME OWNERS ASSOCIATION Inc.

Bylaws

Article 1

Purpose

The purpose of the Association is to act on behalf of property owners in the Summit View Community in operation, maintenance and, ultimately, ownership of the Common Property located therein: and to fairly enforce the Covenants and Restrictions and other provisions set forth in the Declaration of Covenants and Restrictions for Summit View dated 08-15-2025 and recorded in Deed Book 01406, Pages 0969-0990 and as subsequently amended, Habersham County Deed Record, as the same may be amended from time to time.

ARTICLE 2

DEFINITIONS

THE FOLLOWING TERMS, AS USED IN THESE BYLAWS, SHALL HAVE THE FOLLOWING MEANINGS:

2.1 Architectural Review Committee or ARC. Shall mean and refer to that permanent committee of this Association created for the purpose of enforcing criteria for the construction of improvements within the Property.

2.2 Articles of Incorporation. Shall mean and refer to the Articles of Incorporation of the Association filed with the State of Georgia as they may exist from time to time.

2.3 Assessments. Shall mean and refer to monetary charges made by the Association from time to time against each Lot within the Property for the purposes, and subject to the terms, set forth herein.

2.4 Association. Shall mean and refer to the Summit View Home Owners Association Inc., a Georgia not-for-profit corporation, its successors and assigns.

2.5 Board or Board of Directors. Shall mean and refer to the currently elected Board of Directors of the Association.

2.6 Bylaws. Shall mean and refer to the bylaws of the Association approved and attached to the Declaration of Covenants and Restrictions as they may exist from time to time.

2.7 Common Expenses. Shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

2.8 Common property. Shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners and which are conveyed to the Association by deed or which are dedicated to the Association on recorded subdivision plats of the Property and all real and personal property which may be acquired by the Association for the benefit and private, common use and enjoyment of all Owners,

2.9 County. Shall mean and refer to Habersham County Georgia.

2.10 Declaration. Shall mean and refer to the The Declaration of Covenants and Restrictions for Summit View Community, as the same may be amended from time to time.

2.11 Dwelling. Shall mean and refer to a single family dwelling within Summit View Community.

2.12 Improvements. Shall mean any permanent construction not previously submitted or approved by the ARC or alteration of the original site plan on file with the Association.

2.13 Institutional Mortgagee. Shall mean and refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loan association, Federal Mortgage Association, insurance company, union pension fund, and any agency of the United States Government, which holds a first priority deed to secure debt of public record of any lot, whether a first priority deed to secure debt otherwise, and their successors.

2.14 Lot. Shall mean and refer to any tract of land located within the property which is intended for use as a site for a Dwelling.

2.15 Members. Shall mean and refer to a member of the Association.

2.16 Owner or Lot Owner. Shall mean and refer to recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.17 Property. Shall mean and refer to the real property legally described in the Declaration of Covenants and Restrictions of the Summit View Community and such additional property as may be subject to the Declaration.

2.18. Street. Shall mean and refer to any street, road or other thoroughfare which is or has been constructed within Summit View Community and is dedicated to the Association by Plat, Deed or otherwise, whether same is designated as a street, avenue, boulevard, drive, court, road, circle, or other similar designation.

2.19 Summit View. Shall mean and refer to that planned residential development located in Habersham County, Georgia, as legally described in the Project Developer Resolution on file in the Office of the Clerk of Court, Habersham County.

2.20 Traffic Regulations. Shall mean and refer to the speed limits and other traffic resolutions which may be promulgated by the Association for the use of the streets, as further set forth in this Declaration.

ARTICLE 3

MEMBERSHIP

3.1 Members.

All person(s) shall automatically become a member of the Association upon acquiring a fee simple title to any lot and upon filing a deed thereto in the public records of Habersham County. Membership shall continue until such time as the member properly transfers or conveys his/her interest of record or until such time as the interest is transferred or conveyed by operation of law. Upon transfer or conveyance of the interest of the member in and to the lot, membership in the association shall automatically be conferred upon transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a lot, subject to the Declaration of Covenants and Restrictions and to the Bylaws.

3.2 Annual Meeting.

The annual meeting of the Members of the Association will be held for the purposes of receiving reports of officers and others, electing the Board of Directors and considering such other business as may be properly brought before the meeting.

3.3 Date and Place of Annual meetings.

The annual meeting of the members will be held in September or October of each calendar year at such time and place in Georgia as the Board of Directors may designate to elect directors who shall take office on January 1st of the following year.

3.4 Special Meeting.

Special meetings of the members may be called by the President, a majority of the Board of Directors or, by a written request of ten percent (10%) or more of the association members entitled to vote in regular meetings. Any request for a Special Meeting shall be submitted in writing to the President of the Association and must contain a statement of the specific purpose(s) for which a meeting is sought. The President shall call a special meeting within thirty (30) days of the receipt of such request. Notices of any special meeting, must contain a statement of the purpose(s) for which such meeting is called, and no other business may be transacted at that meeting.

3.5 Notices.

The Secretary of the Association will give notice not less than ten (10) days, to all voting members of the Association, stating the time, place and any purpose of any annual or special meeting. The Secretary shall be deemed to have complied with the provisions of this sub-paragraph upon emailing such notice to each Member at the last known email address of the Member. Notices shall also be posted on the official Association web site or social media pages concurrently with the dates of the group emails.

3.6 Quorum.

The presence, either in person or by ballot, of voting members having fifty one percent (51%) of the votes then entitled to be cast will constitute a quorum at a meeting of voting members. Members of all lots choosing not to attend meetings, who fail to express in writing or official Proxy their voting decision, at a minimum 5 days before the official meeting shall be deemed absent and their vote per lot owned shall NOT be calculated to achieve a quorum of voting members.

3.7 Proxies.

The Board of Directors shall determine the form and procedure for the use of proxies.

3.8 Voting.

The Association will have one (1) class of voting membership. Each Member, shall be entitled to one (1) vote for each Lot owned by such member as to any matter on which membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast in such manner as be provided in these Bylaws. In the event a Lot is owned by more than one person, all owners shall be Members of the Association: provided, however, in no event shall more than one (1) vote be cast with respect to each Lot. If a corporation, or other entity owns a Lot, they shall file a certificate with the Secretary naming the person authorized to cast votes for said lot. If the certificate is not on file, the Owner(s) shall not be qualified to vote and their vote shall not be considered nor shall the presence of the Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife, or co-owners as tenants in common or as joint tenants with right of survivorship, no certificate need be filed with the Secretary naming the person authorized to cast votes for said lot, either spouse, but not both, may vote in person or by ballot and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the lot at the meeting, in which case the certificate requirements set forth above shall app

3.9 Suspension of Membership Rights.

Members will be considered “not in good standing” during any period in which they are more than ninety (90) days delinquent in the payment of Annual or Special Assessments. Additionally, members who have received formal notice of a Covenant or Bylaw violation and have not resolved the matter within the designated timeframe will also be considered “not in good standing.”

Members who have not participated in the Association’s annual meetings or submitted votes on Association matters for a period of two (2) consecutive years may be classified as “not in good standing,” unless such non-participation is due to extenuating circumstances, such as personal or professional conflicts. In these cases, participation may be submitted via proxy, ensuring that the member’s voice is still represented. While in this status, members will temporarily forfeit the privilege to use Common Property and the right to vote on Association business or in elections. Members not in good standing remain subject to fines, liens, and other actions permitted under Georgia law.

All members retain the right to request a review of their status by appealing to the Board of Directors or a designated committee, which will consider all relevant information before making a final determination.

Article 4 Board of Directors

4.1 Number and Qualifications.

The governance and administration of the affairs and property of the Association shall be vested in the Board of Directors. The number of Directors shall be no fewer than three (3) and no more than seven (7). All persons elected as Directors must be voting Members of the Association.

To ensure balanced representation, only one (1) individual per household may serve on the Board of Directors at any given time. For the purposes of this provision, a household is defined as any group of individuals who are common owners of one or more Lots within the Association, regardless of the number of Lots owned or the legal ownership structure.

Any Board member who misses two (2) or more consecutive meetings without extenuating circumstances, at the board's discretion, may be removed from the Board by a majority vote of the remaining Directors. If removal occurs, a special election may be held to fill the vacant seat in accordance with established nomination and election procedures.

4.2 Nomination of Board Members.

The Secretary of the Association will notify all Members, at least ninety (90) days before an annual meeting of the upcoming elections of the Board of Directors. Any Member "in good standing" desiring to hold a position on the Board of Directors shall notify the Secretary of their intentions to run for office no less than forty five (45) days prior to the Annual Meeting. The Secretary shall notify all Members of a member seeking a Board position no less than thirty (30) days before the Annual Meeting.

A. Any active Board member who leaves office, during their one (1) year term of service, can only be replaced during a regular or special meeting by a quorum vote of all members in good standing.

B. The Board shall delegate the duties of missing Board members to other Board members who may be present during meetings.

C. If the Board deems it necessary, a special election may be called to fill a vacant position, following the nomination and election procedures outlined in Section 4.2.

4.3 Elections.

Elections for all Board Member positions shall be decided by a majority vote by Members who are present at the annual meeting or who have filed a proxy with the Secretary of the Association. The votes cast during any election will be tabulated and certified by a minimum of three board members. Voting ballots and proxies shall be retained for three years by the Secretary.

ARTICLE 5

MEETINGS OF BOARD OF DIRECTORS

5.1 Initial Meeting

The Board of Directors shall convene in a timely manner following the annual meeting and elections. This initial meeting shall address Association business, including the management of financial accounts, conducting audits, establishing necessary committees, and handling any other matters required to manage the Association in a professional and business-like manner.

5.2 Quorum.

A majority of the Board members present at any Board meeting shall constitute a quorum for conducting business.

5.3 Meeting Frequency.

The Board of Directors shall hold a minimum of six (6) regular meetings each year. The Board retains the authority to call additional meetings as necessary to conduct the business of the Association.

5.4 Meetings

All meetings of the Board of Directors are considered Executive Sessions and are closed to non-Board members. However, any member of the Association in good standing may submit a written petition to the Board requesting the opportunity to address the Board during a designated portion of an Executive Session. The Board reserves the right to approve or deny such requests at its discretion.

5.5 Proxies.

Members of the Board of Directors may not vote by proxy on any matter before the Board.

ARTICLE 6 POWERS OF THE BOARD OF DIRECTORS

6.1 Management of the Association.

The Board of Directors will exercise all powers of the Association and do all acts and things necessary to carry out the purposes of the Association.

6.2 Duties and Powers

The Board of Directors will, among other things:

- A. Appoint committees and assign duties. All committees should have at least 1 executive board member.
- B. The Board of Directors will appoint another member of the board to temporarily assume the responsibilities of any board member that is unable to fulfill their role due to death, resignation, inability to perform duties, or otherwise, until the next election of Directors by the Members;

- C. Adopt, alter, amend or repeal the Bylaws and other rules and regulation governing use of the Association and its facilities by Members and their guests;
- D. Adopt an annual budget for the operation of the association;
- E. Fix the amount of all assessments authorized by the Declaration of Covenants or these Bylaws.
- F. Do all such other acts and things as are permitted by the laws of the State of Georgia with respect to not-for-profit corporations, as those laws now exist or as they hereafter provide;

6.3 Compensation.

Directors will not receive any salary or other compensation but will be entitled to reimbursement for any and all actual expenses reasonably incurred in performing duties pursuant to these Bylaws, as determined from time to time by the Board of Directors.

6.4 Interpretation of Bylaws.

The Board of Directors will have the corporate power to generally do everything permitted for not-for-profit corporations by law, statute, its Articles of Incorporation and these Bylaws, and to determine the interpretation or construction of these Bylaws, or any parts hereof, which may be conflict or doubtful meaning, and its decision will be final and conclusive, so long as it is consistent with applicable law.

6.5 Action without Meetings.

Any action which may be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if consent in writing, dated, and setting forth the action to be taken, signed by a majority of the Directors, or of all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or of the committee, whether done before or after the action is taken. Such consent will have the effect of a unanimous vote.

6.6 Meetings Conducted by or Assisted with Electronic Means.

The Board of Directors may conduct official meetings in person, through electronic means, or a combination of both, provided that all participants can effectively communicate with one another. Acceptable electronic methods include video conferencing platforms and conference calls, particularly for brief discussions or urgent matters. Participation through such means will constitute presence in person at the meeting.

The Board shall ensure that accurate records of all meetings, including topics discussed and actions taken, are maintained through detailed written minutes or audio/video recordings. All meeting records must be securely stored and organized in a manner that provides timely access to all current Board members.

ARTICLE 7

DIRECTORS

The Board of Directors at each annual meeting will elect, to serve for the term of one (1) year and until their successors will be elected, a President, a Vice President, a

Treasurer, a Secretary and a minimum of one (1) or a maximum of (3) Members at Large in order to give the voting Board an odd number for establishing a quorum. Board members shall serve at the pleasure of voting Association Members and may serve consecutive terms as determined by majority votes in any election.

ARTICLE 8

DUTIES OF OFFICERS

8.1 President.

The President will preside at all meetings of the Members and of the Directors and enforce, or cause to be enforced, observance of the provisions of these Bylaws and all rules and regulations of the association. The President may call meetings of the Board of Directors, will be an ex-officio Member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Association.

8.2 Vice President.

In the temporary absence or disability of the President, the Vice President will perform and carry out, or cause to be performed or carried out, all duties and responsibilities of the President. The Vice-President will serve as the head of the ARC.

8.3 Secretary.

The Secretary will keep, or cause to be kept, records and minutes of all Board of Directors and membership meetings, and the Secretary will be responsible for giving all required notices of such meetings. The Secretary will maintain all official records for a minimum of three years. Expired records shall be destroyed after a motion and approval by the Board of Directors.

8.4 Treasurer.

The Treasurer will oversee the collection, management, and disbursement of all Association funds under the direction of the Board of Directors. Responsibilities include collecting assessments and other amounts due to the Association, maintaining accurate and complete financial records, and preparing financial reports and budgets as requested by the Board. The Treasurer shall ensure that all financial records are retained for a minimum of seven (7) years in compliance with standard financial and tax recordkeeping practices. All funds must be deposited in accounts held in the Association's name at financial institutions approved by the Board.

The Treasurer, and any other individuals with access to Association funds, shall be bonded in an amount determined by the Board of Directors, with the cost of such bonding paid by the Association.

8.5 Voting Members at Large.

Members at large will serve terms as elected and will vote on all Board of Director meeting matters when in attendance. Members at large may chair committees or perform any official function directed by the Board of Directors.

Article 9

Association Property, Records, and Intellectual Property

9.1 Ownership of Records and Intellectual Property

All documents, records, communications, digital assets, intellectual property, and materials produced or maintained on behalf of the Summit View Homeowners Association, including but not limited to meeting minutes, financial records, architectural review documents, electronic files, websites, social media accounts, and other proprietary materials, are the sole property of the Association.

9.2 Access to Records

All official records of the Association must be stored in a centralized and accessible location, whether physical or digital, that ensures transparency and availability to all active Board Members. The Board shall establish a secure and organized method for maintaining these records, including online storage solutions if applicable.

9.3 Transfer of Materials

Upon resignation, termination, or completion of a Board Member's term, all Association records, materials, documents, and electronic account credentials in the possession or control of the outgoing Board Member must be transferred to the Board or designated officer within fifteen (15) days. Failure to comply may result in legal action to recover Association property.

ARTICLE 10 COMMON Property

10.1 Title to Common Property.

Title to the Common Property shall be vested in the Association. Notwithstanding, the manner in which fee simple title is held by, the Association shall be responsible for the management, maintenance and operation of the Common Property.

10.2 Acquisition and Conveyance of Common Property.

The Association shall have the power and authority to acquire or Dispose of Common Property when it is deemed to be in the best interest of the Association and its Members. The Board will submit any change in ownership of Common Property to the Members during an annual meeting. A quorum vote by members will determine the recommended outcome.

10.3 Rules and Regulations Governing Use of Common Property.

The Association, through its Board of Directors, shall regulate the use of Common Property by Members and their guests, and may from time to time promulgate such rules and regulations consistent with the Declaration and these Bylaws governing the use thereof as it may deem to be in the best interest of its members. Such rules and regulations shall be formalized in writing and published on the Association website accessible by all members. Such rules and regulations and all provisions, restrictions and covenants as now or hereafter provided, including, without limitation, all architectural and use restrictions contained in the Declaration or in these Bylaws may be enforced by legal or equitable action of the Association.

ARTICLE 11

ASSESSMENTS

11.1 General Assessments.

General Assessments shall be reviewed and determined annually for the purpose of fulfilling the duties and obligations outlined in the Declaration and Bylaws of the Association. Without limiting the foregoing, General Assessments shall be used for payment of the following: operations, maintenance and management of the Association Common Property; banking and accounting fees; landscaping maintenance of right ways and Common Property; utility charges; liability insurance for the Association and Common Property; expenses and liabilities incurred by the Board of Directors and the Association; the expense of indemnification of each Director and officer of the Association and all other expenses deemed by the board of Directors to be necessary and proper for management, maintenance, repair operation and enforcement.

11.2 Basis and collection of General Assessments.

The Board of Directors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All lots shall be assessed at a uniform rate, to be determined by the Board of Directors so that all lots subject to the General Assessments shall be assessed equally. General Assessments shall be collectable in advance monthly, quarterly, semi-annually or annually as the Board of Directors shall determine in its sole and absolute discretion. Failure to timely pay General Assessments will subject the Member to the possibility of collection processes by the Association.

11.3 Special Assessments.

The Association shall have the power and authority to levy and collect Special Assessments from each lot for payment of the following: the costs of the construction of capital improvements to the Common Property including construction, reconstruction, unexpected repair or replacement of any fixtures and personal property of the Association thereto. Legal fees incurred by the Association for matters affecting the Association members collectively. The Board of Directors shall have absolute power and authority to establish the timetable and means of collections for all Special Assessments.

11.4 Emergency Special Assessments.

The Association may Levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is a potential danger of damage to persons or property. Emergency Special Assessments may be utilized to pay for preventive or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but not limited to tornadoes, hurricanes, floods, freeze damage and fires. Emergency Special Assessments shall be levied on an equitable basis to all lots and collectable in a manner determined by the Board of Directors in its sole and absolute discretion.

11.5 Violations and Fines.

Violations of the Declaration of Covenants, these Bylaws, traffic regulations as promulgated from time to time shall be enforced by the Board of Directors on a case by case basis.

Consideration shall be given to the nature of the violation and the Owners effort to correct the violation after official notification. A progressive system of corrective measures will occur beginning with an official letter from the Board outlining the alleged violation requesting a response from the Member within a defined timeline.

Based on the Owners response, the Board may assemble a hearing committee to hear evidence from the Board and the member. It will be the intent of the Board to resolve all matters of conflict with the least restrictive measures of action against a Member. Should these passive measures fail in reaching a decision acceptable to the Board and the owner, the Board shall have the absolute authority to impose reasonable fines commensurate with the nature and seriousness of the violation. Depending on the resolution of the fine, the Board and the member shall have available to them all actions at law and equity of Habersham County and the State of Georgia for legal resolution of the issue.

11.7 Effect of Non-Payment of Assessments and Fines.

All notices of Assessments and Fines from the Association shall designate when the amount of the Assessment or Fine and when it is due and payable. If an Assessment or Fine is not paid, by the date due, it will become delinquent. After Thirty (30) days of delinquency, the amount due shall incur interest at the maximum rate allowed by the civil usury laws of the State of Georgia or eighteen (18) percent per annum, whichever is less, from the date due until paid. The Assessment of Fine together with interest thereon and the costs for collection thereof, including attorney's fees, shall also be a continuing obligation of the Owner and Lot against which the Assessment or Fines is made. The Association may also record a claim of lien in the public records of the County, setting forth the amount of the unpaid Assessment or Fines and the rate of interest thereon. The Association shall have the right to pursue collection of Delinquent Assessments or Fines in the manner in which mortgages on real property are judicially foreclosed, or a suit on the personal obligations of the owner. There shall be added to the Assessment or Fines in delinquency amounts, the costs of such action, including attorney's fees, incurred by the Association. Any successor in title to a lot shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments or Fines and shall be held liable and responsible for any delinquent Assessments or Fines on the lot.

11.8 Subordination of Lien to Mortgages.

Regardless of the effective date of the lien of any Assessment or Fines made by the Association, the lien shall be superior to all liens, but shall be subordinate and inferior to the lien of any institutional mortgagee. Such subordination shall, however, apply only to the Assessments or Fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant of a foreclosure sale, or any proceeding or conveyance in lieu of foreclosure of the deed to secure debt. No sale or transfer shall relieve any Lot from liability for any Assessment or Fine becoming due thereafter, nor from the lien of any subsequent Assessment or Fine.

11.9 Exempt Property.

The following property shall be permanently exempt from payment of all Assessments:

- 11.9.1 All Common Property dedicated to, or owned by the Association; and
- 11.9.2 Any portion of the property dedicated to Habersham County.

ARTICLE 12

Architectural Review Committee

12.1 Creation of an Architectural review Committee.

There is hereby created an Architectural Review Committee (A.R.C) as a permanent committee of the Association. The Members of the ARC shall be appointed by the Board of Directors. The ARC shall administer and perform the architectural and construction review and control functions of the Association in accordance with the provisions of the Declaration.

ARTICLE 13

MISCELLANEOUS

13.1 DEPOSITS.

All funds of the Association shall be deposited from time to time in bank accounts or other depositories of the association as the Board of Directors may select.

13.2 CONFLICTS.

If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Bylaws and the Articles of Incorporation (in that order) shall prevail.

13.3 BOOKS AND RECORDS.

The Association shall keep correct and complete books and records of the Association and its accounts and shall keep minutes of all proceedings of the Board of Directors and committees having any authority of the Board of Directors. The books and records of the Association shall be available for inspection by Members within a thirty day (30) period pursuant to a written request filed with the Board of Directors.

13.4 Notices.

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 electronic mail, first class mail, first class postage pre-paid, addressed to a Member their lot or other such address designated in writing by such member. Notice to the Association shall be sent to the President of the Association at his/her address, with a copy to the Secretary of the Association in the same manner as notice sent to Members.

13.5 Amendment.

These Bylaws may be amended only by the affirmative vote or written consent of a majority of the members of the Board of Directors of the Association.

13.6 TAX EXEMPT STATUS.

The affairs of the Association at all times shall be conducted in such manner as to assure the Associations status as organized and qualified for exemption from taxation pursuant to Section 528 of the Internal Revenue Code.

13.7 CONSTRUCTION.

Whenever the context so requires, the masculine shall include feminine and neuter gender, and singular shall include the plural, and vice versa. If any provision of the Bylaws shall be invalid and unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these Bylaws.

13.8 HEADINGS.

The Article and Section headings herein contained are for convenience of references only and shall not be deemed to impart substantive meaning to any provision of these Bylaws.