



Recorded 06/18/2024 04:59PM

Camie W. Thomas Deed Doc: MISC
Clerk Superior Court, JACKSON County, Ga.
Bk 0111J Pg 0107-0125



**By-Laws
OF THE
NORTHMINSTER PLACE JEFFERSON HOME OWNERS ASSOCITATION**

A 55 PLUS GATED COMMUNITY

AN AGE RESTRICTED COMMUNITY IN CONFORMANCE WITH THE SAFE HARBOR PROVISIONS OF THE HOUSING FOR OLDER PERSONS ACT OF 1995 (PUB. L. 104-76, 109 STAT. 787) ("HOPA"), AND THE REGULATIONS PROMULGATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN FURTHERANCE OF THE GOALS OF THAT ACT, 24 CFR PART 100, §§100.304-100.308 AND THE GEORGIA FAIR HOUSING LAW, O.C.G.A. §§8-3-200, ET SEQ. See *Section 6.21*

AS EDITED AND PROPOSED BY A REVIEW COMMITTEE AND REVIEWED BY THE
NORTHMINSTER PLACE HOA BOARD OF DIRECTORS

ADOPTED MAY 24TH, 2024

Continued on Next Page

111B - pg 332

Upon recording, please return to:
Northminster Place Jefferson Home Owners Association, Inc.
998 Forsythia Court
Jefferson, GA 30549

COUNTY OF JACKSON
STATE OF GEORGIA

FIRST AMENDMENT TO THE AMENDED
BY-LAWS
FOR
NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC

THIS FIRST AMENDMENT (hereinafter referred to as the "Amendment") to the March 17, 2022 duly recorded Bylaws for Northminster Estates is made this 24th day of May, 2024, by **NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC**, a Georgia nonprofit corporation (hereinafter sometimes called the "Association")

WITNESSETH

WHEREAS, that certain set of By-Laws for Northminster Place Jefferson Homeowner's Association Inc, recorded as an exhibit to the first Amended Declaration of Covenants, Conditions and Restrictions for Northminster Place Jefferson on March 17, 2022 in Deed Book 101J, Page 637, *et seq.* in the real property records of the Clerk of the Superior Court of Jackson County, Georgia; (hereinafter as supplemented and/or amended from time to time, the "By-Laws"); and

WHEREAS, pursuant to O.C.G.A. § 44-3-220 *et. seq.* in greater particular, §§ 44-3-221(17) & 44-3-226(a)(1) the applicable code states, "Except to the extent expressly permitted by other provisions of this article, the instrument shall be amended only by the agreement of lot owners of lots to which two-thirds of the votes in the association pertain or such larger majority as the instrument may specify", and

WHEREAS, the Board and the Association intend to defer to the code and the duly recorded Declaration to the fullest extent, and with the idea that the Bylaws of March 17, 2022 were duly recorded as an exhibit to the first Amended Declaration, making them an "instrument" within the meaning of O.C.G.A. § 44-3-220 *et. seq.*, and

WHEREAS, Article X, Section 10.02(b) of the Declaration provides some amendment guidance from within the governing documents in so stating, "[T]hese Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant are the Owners of any real property subject to these Covenants; and

Upon recording, please return to:
Northminster Place Jefferson Home Owners Association, Inc.
998 Forsythia Court
Jefferson, GA 30549

Cross reference to:

Deed Book: 101J
Page(s): 637-645

COUNTY OF JACKSON
STATE OF GEORGIA

FIRST AMENDMENT TO THE AMENDED
BY-LAWS
FOR
NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC

THIS FIRST AMENDMENT (hereinafter referred to as the "Amendment") to the March 17, 2022 duly recorded Bylaws for Northminster Estates is made this 24th day of May, 2024, by **NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC**, a Georgia nonprofit corporation (hereinafter sometimes called the "Association")

WITNESSETH

WHEREAS, that certain set of By-Laws for Northminster Place Jefferson Homeowner's Association Inc, recorded as an exhibit to the first Amended Declaration of Covenants, Conditions and Restrictions for Northminster Place Jefferson on March 17, 2022 in Deed Book 101J, Page 637, *et seq.* in the real property records of the Clerk of the Superior Court of Jackson County, Georgia; (hereinafter as supplemented and/or amended from time to time, the "By-Laws"); and

WHEREAS, pursuant to O.C.G.A. § 44-3-220 *et. seq.* in greater particular, §§ 44-3-221(17) & 44-3-226(a)(1) the applicable code states, "Except to the extent expressly permitted by other provisions of this article, the instrument shall be amended only by the agreement of lot owners of lots to which two-thirds of the votes in the association pertain or such larger majority as the instrument may specify", and

WHEREAS, the Board and the Association intend to defer to the code and the duly recorded Declaration to the fullest extent, and with the idea that the Bylaws of March 17, 2022 were duly recorded as an exhibit to the first Amended Declaration, making them an "instrument" within the meaning of O.C.G.A. § 44-3-220 *et. seq.*, and

WHEREAS, Article X, Section 10.02(b) of the Declaration provides some amendment guidance from within the governing documents in so stating, "[T]hese Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant are the Owners of any real property subject to these Covenants; and

WHEREAS, the Association desires to amend the existing set of recorded By-Laws to: (1) reflect the appropriate name of the Association registered with the Georgia Secretary of State and the adoption date of these Amended By-Laws; and (2) add an address for the principal office of the Association; and (3) clarify some existing confusion as to the existence of an amended set of By-Laws; and (4) to clarify confusion as to the voting rights of its Directors; and (5) to amend the Sections and Subsections within Article III as it pertains to the Association's Board of Directors; and (6) to amend the Sections and Subsections within Article IV as it pertains to the Association's Officers; and (7) to amend various sections of these By-Laws to clarify voting majorities by establishing specific majority votes to amend these By-Laws, majority votes to approve financial activities by the Board, and the election of officers and Board Members; and

WHEREAS, Members holding greater than three-quarters (3/4) of the total votes in the Association in accordance with applicable provisions of O.C.G.A. § 44-3-226 and Article X, Section 10.02(b) of the Declaration have approved of this Amendment by vote, which votes were recorded at a duly noticed meeting on May 24th, 2024 specially-called for the purpose of addressing these herein amendments to the Declaration; and

WHEREAS, Declarant no longer has any rights to approve Amendments or appoint and remove the officers and directors of the Association; and

WHEREAS, the proposed Amendments, which can be observed herewith as Exhibit "A", a copy of the proposed Amendments as they appear in and among the rest of the full document as amended, do not materially and adversely affect the security title and interest of any mortgagee; and

WHEREAS, attached hereto as Exhibits "B" & "C" and incorporated herein by reference is the sworn statement of the President and Secretary of the Association, which states unequivocally that Members holding greater than three-quarters (3/4) (75%) of the votes in the Association approved of these Amendments, as provided herein; and

NOW THEREFORE, pursuant to applicable Georgia law and the Declaration, these Amendments are hereby adopted and all the property now or hereafter subject to the Declaration and the Association's By-Laws shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration and the By-Laws, which is amended as follows:

1.

This Document known as the By-Laws is fully intended to amend by replacing the Document recorded on March 17, 2022 due to the extent of individual modifications required to update and modify the original document

Except as herein specifically modified, the Declaration and By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby executes this instrument under seal as of the date first above written.

ASSOCIATION:

**NORTHMINSTER PLACE JEFFERSON
HOMEOWNERS ASSOCIATION, INC,** a
Georgia Nonprofit Corporation

By: _____

Name: _____

Title: President

Attest: _____

Name: _____

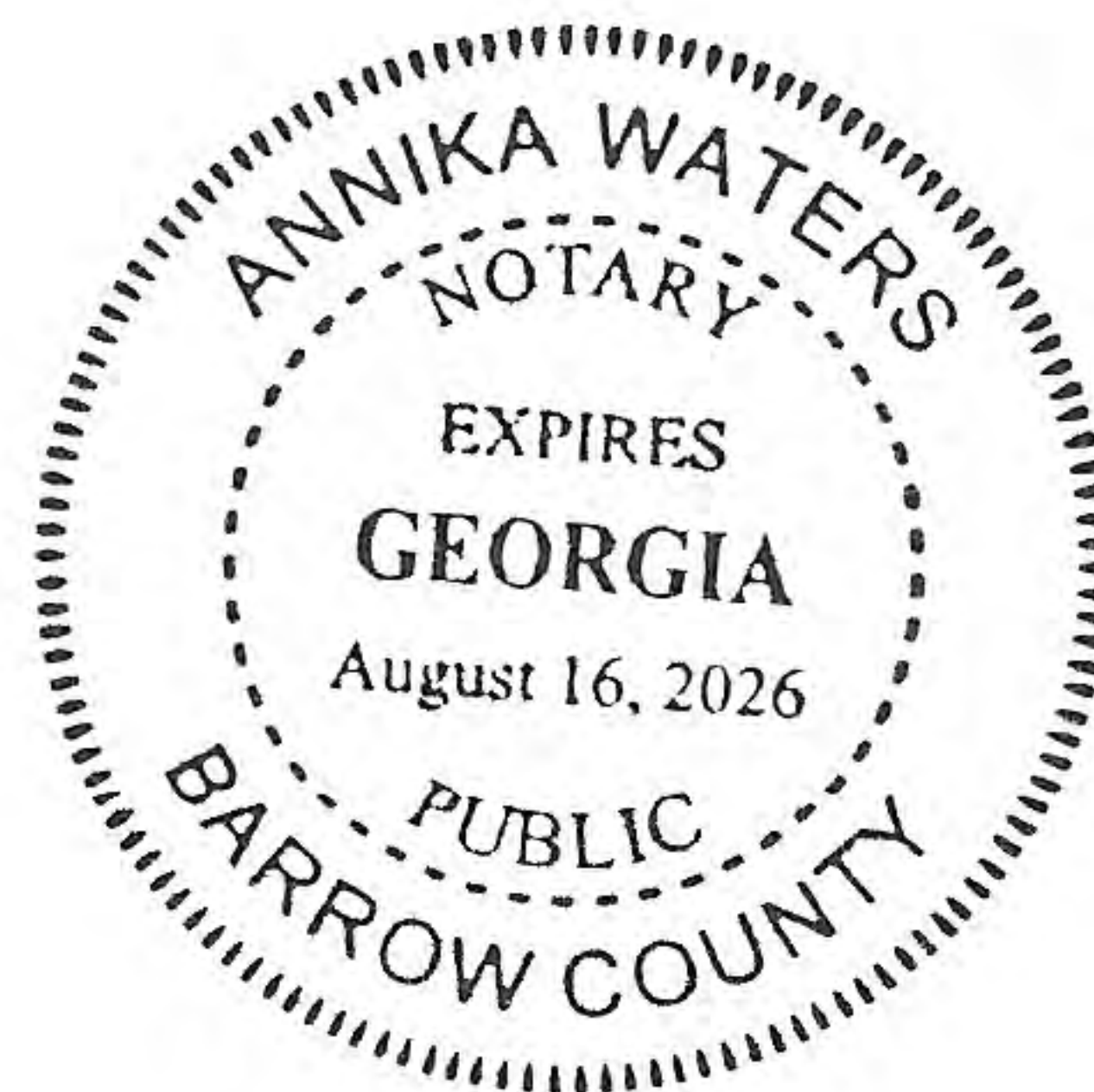
Title: Secretary

Signed, sealed and delivered
In the presence of:

Naupha Thompson
WITNESS

Annika Waters
NOTARY PUBLIC

My Commission Expires: August 16, 2026



BY-LAWS
OF THE
NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC
A 55 PLUS GATED COMMUNITY

These First Amended By-laws of Northminster Place Jefferson Homeowner's Association, INC.

Adopted: Effective as of, May 24th, 2024.

This document replaces and supersedes the By-Laws dated September 17, 2022

The terms and conditions of this instrument shall be amplified and complemented by the Declaration of Covenants and Restrictions for NORTHMINSTER PLACE – JEFFERSON, (Northminster), said Declaration having been originally filed in the Office of Clerk of the Superior Court of Jackson County, Georgia, (hereafter collectively the "Declaration"), reference to which are hereby made for a more accurate description of the property subject to the terms and conditions of this instrument.

ARTICLE I
OFFICE

The initial principal office of the Association shall be located at:
998 Forsythia Court, Jefferson, GA, 30549

ARTICLE II
MEETINGS OF PROPERTY OWNERS

- 2.1 Annual Meeting Date. The annual meeting of lot owners shall be held on the first Tuesday in December of each year, or, if said date be a legal holiday, then on the next succeeding day which is not a holiday.
- 2.2 Special Meetings. Special meetings of the property owners may be called at any time by the President or by the property owners having one-third (1/3)(34%) of the total vote of the Association to comply with By-Law Sec. 2.5.
- 2.3 Place. Annual or special meetings of the property owners may be held at any place within reasonable proximity of the principal office as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the Association.
- 2.4 Notice. Notice of annual or special meetings of the property owners shall be given to each property owner at least ten (10) days in advance of any annual or regularly scheduled meeting, and at least ten (10) days in advance of any other meeting, stating the time, place, and purpose of such meeting. Such notice shall be delivered personally or sent by electronic mail to all property owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at

the address of their respective properties.

- 2.5 Quorum. A quorum shall be deemed present throughout any meeting of the property owners until adjourned if the property owners, in person or by proxy, entitled to cast more than one-third (1/3) of the votes of the Association are present at the beginning of such meeting.
- 2.6 Vote of Property Owners. On all matters upon which the property owners are entitled to vote, each property owner shall be entitled to cast one vote per lot owned. Any action of the Association shall be deemed valid upon a majority of the vote of the members ballot or by proxy initiated by any annual or special meeting of the Association at which a quorum was present, unless the Articles of Incorporation, Declaration of the Covenants or the By-Laws provide for an affirmative vote greater than a majority. In no event shall more than one vote be cast with respect to any vote. The votes should be cast on an approved ballot or designated proxy ballot. The results of any vote shall be tabulated and a report of the results as counted in accordance with defined majority within the Covenants or these By-laws.
- 2.7 Proxies. Votes may be cast by written ballot or by proxy. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the property owner of his property.
- 2.8 Presiding Officer. The presiding officer at all meetings of the property owners shall be the President, in whose absence the Vice President shall preside. If neither of the said officers is present, the Board shall appoint a chairman to preside at the particular meeting.
- 2.9 Adjournments. Any meeting of the property owners, whether or a quorum is present, may be adjourned by the holders of the majority of the votes represented at the meeting to reconvene at a specific time and place. Even though notice of reconvened meeting is announced at adjournment, notice should be sent to all residents regarding the place and time of a reconvened meeting. Any such reconvened meetings at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.
- 2.10 Action in Lieu of Meeting. Any action to be taken at a meeting of the property owners, or any action that may be taken at a meeting of the property owners, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the property owners entitled to vote with respect to the subject matter thereof, and any further requirements of law pertaining to such consents have been compiled with.

ARTICLE III

BOARD OF DIRECTORS

A. Composition and Selection.

- 3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors who are elected or nominated from among the Members of the Association. Each Director shall also concurrently serve as an Officer with a specific title, role and set of responsibilities as described more fully herein below. While each Director shall concurrently serve as an Officer, the Board is not precluded from appointing, or

holding open for any election, additional officers who may serve at the pleasure of the Board, but whom are not Directors on the Board of the Association.

- 3.2 Directors Appointed by Board. The Board shall have the right to appoint any member or members of the Board of Directors or any officer or officers of the Association, and any appointed Director shall be a Member of the Association.
- 3.3 Number of Directors. At no time shall the Board consist of less than 3, nor more than 7 Directors as determined by the Members of the Association. As the Board currently exists pursuant to these Amended By-Laws, the Board has seven (7) Directors, each serving in a respective, concurrent Officer role.
- 3.4 Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a Nominating Committee established by the Board at the Board's discretion if such a committee is established by the Board or nominations may be solicited through the Association website or electronic mail. All candidates shall be requested to communicate their qualifications and to solicit votes in an open meeting.
- 3.5 Election and Term of Office. The term for President, Vice-President, and Architect/Landscaping will expire in 2024 and the Term for Secretary, Treasurer, Hospitality, and Activities positions will expire in 2025. The schedule for election for President, Vice-President, and Architect/Landscaping will repeat in even years and the schedule for election for Secretary, Treasurer, Hospitality, and Activities positions will repeat in odd numbered years. Each two-year (2) term shall begin in January following the annual October election by homeowners. The two-year terms have been established on a staggered election cycle to maintain experience from year to year and to allow a smoother consistency regarding the business of the Board. These individual candidates who receive the largest number of votes shall be elected. In the case of a tie vote between candidates, the winner shall be determined by the single flip of a coin. All Directors shall have the equal ability to henceforth cast votes on items requiring such, and there is no corollary between, or differentiation between, the strength, meaning, or weight of the vote of any given Director and the officer title of any Director.

All Members of the Association who are eligible to vote shall have the right to vote on all Directors to be elected as provided in the Declaration. Directors shall hold office until their successors shall take office.

- 3.6 Removal of Directors. At any regular or special meetings of the Association duly noticed and called, any one (1) or more of the Directors on the Board may be removed, with cause (such cause shall be listed and communicated), by Members of the Association holding a two-thirds (2/3) (67%) majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any Director whose removal has been proposed by the Members will be deemed to have waived such right to be heard by affirmatively communicating a desire not to attend or speak, by failing to attend such meeting, or by failing to speak at such meeting upon being given the opportunity. Waiver of said Director's right to be heard shall not impact the validity of any vote on that Director's removal.

Additionally, any Director who has three (3) or more consecutive, unexcused absences from Board meetings, or who is delinquent in the payment of any regular or special assessment(s) for more than three (3) calendar months, or who fails or refuses to cure any duly noticed covenant violation within the requisite time, may be removed by a majority vote of the Directors at a meeting, provided a quorum is present. The Board and the Members of the Association intend not for this section to limit the ability of their neighbors to serve, but to make sure that those who are governing the affairs of Northminster Place and who may make decisions impacting a Member's use and enjoyment of property and payment of monies are also equally subject to the Declaration and its restrictive covenants and the obligations therein incumbent upon Members of the Association.

- 3.7 Vacancies. Vacancies which occur on the Board of Directors, caused by any reason, excluding the removal of a Director by vote of the Members, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum may exist, at any meeting of the Board of Directors. The Directors may fill the place of any Director which may become vacant prior to the expirations of his term, and such appointment by the Directors is to continue until the expiration of the term of the Director whose place has become vacant.

B. Meetings.

- 3.8 Organizational Meetings. The first meeting of the members of the Board of Directors may be held at such time and place following each referendum of the Directors shall be held immediately thereafter at such time and place as shall be filed by the Board.
- 3.9 Regular Meetings. Regular meetings of the Board may be held during any month where an Open Meeting is not held. Usually, the first Tuesday of each month at least eight (8) such meetings shall be held during each fiscal year. The purpose of this meeting is to conduct business discussions of the Association. Members of the Association may attend and observe. Questions may be asked by the members at the end of such meetings, if time permits. Notice of the regular schedule shall constitute sufficient notice of such meetings. One week before any HOA Board Meeting, a sign should be placed behind the main entrance sign, advertising the date and time of the HOA Meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute a waiver of notice thereof.
- 3.10 Special Meetings of the Board. Special meetings of the Directors of the Board shall be held when requested by the President, Vice President, or by any Directors who jointly demand so, irrespective of title, role, responsibility, or obligation if demanding jointly. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods (a) by telephone communication, either directly to the Director or to such a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director such as a spouse or adult, or administrative assistant or by (b) electronic mail. All such notice(s) shall be given or sent to the Director's email address or telephone number as shown on the records of the Association. Once the date and time is determined, all members of the Association shall

be notified in the same manner.

- 3.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes of that meeting. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed to have been given to any Director who attends such a meeting without protesting beforehand, or at its commencement, about the lack of adequate notice.
- 3.12 Quorum of the Board of Directors. At all meetings of the Board, a majority of the total number of Directors of the Board who are in attendance at any such meeting of the Board shall constitute a quorum for the transaction of Business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors for any reason, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5), nor more than thirty (30) days from the time that the original meeting was called. At such rescheduled meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, but adjourned, may be transacted without further notice.
- 3.13 Open Meetings. Open Meetings are to be held once a quarter for a total of four (4) per fiscal year. All meetings of the Board of Directors shall be open to the attendance of all Members of the Association and are open for general questions and/or discussions directed at the Board regarding policy or processes. These discussions should be limited to what is reasonable and brief to conserve time.
- 3.14 Executive Session. The Board may adjourn a meeting and reconvene in an executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of all business to be considered in executive session shall first be announced in open session.
- 3.15 Action Without a Formal Meeting. Conference Call Meetings. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by ALL currently serving Directors. A Director or Directors of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear one another. Such participation shall constitute a physical presence at such meeting.
- 3.16 Compensation. Officers and Directors shall serve without compensation, but they shall be entitled to reimbursement for reasonable expenses incurred in the performance of their duties.

C. Powers and Duties.

3.17 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration and handling of the Association's various affairs as arise under applicable law, governing documents, or as the occasion may demand. As provided by these governing documents and applicable law, the Board may do all acts and things as are not by the Declaration, Articles of Organization, or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution for the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following without limitation in the preparation and adoption of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;

- (a) making assessments to defray the Association's expenses and other assessments authorized by law or the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments. The Board shall also prepare a published annual budget itemizing the projected expenses including all bids and contracts for anticipated work conducted in the Community and which affect the annual assessment and must be voted on by the members of the community and have a two-thirds (2/3) (67%) majority to be approved.
- (b) providing for the operating, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including maintenance or provision of services which are generally provided by a municipality, such as maintenance of grassed areas along dedicated rights-of-way, maintenance of streetlights, and maintenance of all common areas including any detention ponds, and entrances to the development.
- (c) Bids and Contracts
The Board of Directors may from time-to-time have the need to request services of special companies for the repair of roads, gates, detention ponds, landscaping services, or items needing repair or modification to the common property of the Association.

When such services are required, a formal bid process shall be followed:

- (i) The Board shall timely exert all reasonable efforts to assess the condition of the common property and identify the need for the repair of any roads, gates, detention ponds, landscaping services, or any other items needing repair or modification to the common property of the Association whether such need is identified by its own discovery and observation, through that of its agents and representatives, or upon report to the Board by a Member of an observed maintenance need. Upon discovering, or being made aware of a legitimate maintenance need, the legitimacy of which to be determined by the Board in its sole discretion, the Board shall consult with a licensed and qualified professional individual or entity who shall provide to the Association, an estimate of the cost of such goods and services necessary to effectuate a needed repair or needed maintenance. In the event such estimate meets or exceeds \$1,000.00 in goods and services for any such maintenance or repair,

the Board shall then seek the estimates of no less than two(2) additional professional individuals or entities qualified to make such estimation relative to the needed maintenance or repair. The Board, in its sole discretion, may also choose to seek bids, proposals, or estimates from not less than three (3) qualified individuals or entities upon notice of a maintenance or repair issue regardless of whether the first estimate obtained meets or exceeds the \$1,000.00 threshold. The Board is required to review each bid objectively, determine the competency of the bidder, and vote to accept the most viable bid for the service needed. Time is of the essence in obtaining said bids/proposals/quotes/estimates upon notice of a condition upon the Association's common property requiring repair or maintenance. Any amount over \$1,500 in excess of the approved annual budget must be voted on by the members of the community and have two-thirds (2/3) (67%) majority to be approved.

(ii) If an existing good or service is being provided to the Association under contract, the Board shall consider extending, or terminating, any contract for a specific good or service being rendered pursuant to that contract based upon satisfaction of said service, or provision of such good, any cost modifications, and other budgetary considerations. No bids shall be required in this situation.

- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and use of the proceeds to administer the Association;
- (f) making and amending use restrictions, rules and regulations, and design guidelines;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the use restrictions, rules and regulations, and design guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners, Occupants, or Members concerning the Association;
- (i) where necessary, obtaining and carrying insurance against casualties and liabilities, as may be provided in the Declaration, and paying the premium costs thereof. The board should also consider having insurance to protect them.
- (j) providing services to all areas that the Association is obligated to provide services for;

- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses, and any other expenses incurred. Books and all records will be open for review at a reasonable time and by appointment for members of the community to review.
- (l) depositing Association funds into interest bearing accounts;
- (m) to create committees in addition to those established by the Declaration for the purposes of performing such tasks and to serve for such periods as may be designated or authorized by the Board, to retract the size of the Board of Directors itself in its discretion when in its judgment it is for the best interests of the Association, and to terminate officer positions accordingly.
- (n) amending governing instruments such as these By-Laws, Covenants, and the Declaration accordingly, may be performed by a separate committee other than board members, if the Board deems it necessary. This should be overseen by the Board, but carried out by a separate committee
- (o) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into a common management agreement with a 2/3 majority vote of the home owners and for other agreements with trusts or other associations. All functions of the Association shall be fully transferable by the Board, in whole or in party, to any other entity.
- (p) preparing community age surveys every two years as required by Title 24 of the U.S. Code of Federal Regulations, Subpart E, § 100.307.

To the extent permissible by applicable law, the Board shall have the power to delegate its functions to designees of the Board established by the Board, and employees and independent contractors of the Association.

- 3.18 Management Agent. The Board must have a two-thirds (2/3) (67%) approval of the members of the community by vote, for the Association to hire a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.
- 3.19 Borrowing. The Board shall have the power to borrow money with the approval of a two-thirds (2/3) (67%) majority vote of the Members of the Association.
- 3.20 Fining Procedures. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:
 - (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator in the manner consistent with the notice provisions of these Bylaws and the Declaration which specifies:
 - (i) the alleged violation;
 - (ii) the action required to abate or cure the violation; and

- (iii) a time period, not less than thirty (30) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine if the violation continues. The Board or its designee may demand immediate abatement in such circumstance which, in the Board's determination, poses a legitimate danger to health, safety, or value and condition of property.
- (b) Notice. If such violation necessitating a written demand by the Board pursuant to Art. III, Section 3.20, subsection (a). hereinabove, continues unabated or unremedied and continues past the initial period allowed in the demand for abatement without penalty (the thirty [30] days) following such demand, the Board at its discretion may impose a fine upon written notice. Additionally, within twelve (12) months of such demand made pursuant to Art. III, Section 3.20, subsection (a). hereinabove, calculated as the subsequent twelve (12) months following the date of demand made pursuant to Art. III, Section 3.20, subsection (a). hereinabove, the Board at its discretion may, if the same or similar violation necessitating such notice reoccurs, or if the same section of the Declaration and/or Architectural/Design Standards are again violated, the Board at its discretion may, upon written notice, impose a fine. The notice shall state: (i) the nature of the alleged violation; (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine; (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
- (c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

ARTICLE IV **OFFICERS**

- 4.1 **General Provisions.** Directors on the Board shall serve as officers. The officers of the Association shall consist of a President, Vice President, Secretary, Treasurer, Architecture/Landscaping Director, Activity Director, and Hospitality Director. Each Director shall also concurrently serve as an Officer with a specific title, role and set of responsibilities as described more fully herein below. While each Director shall concurrently serve as an Officer, the Board is not precluded from appointing, or holding open for any election, additional officers who may serve at the pleasure of the Board, but whom are not Directors on the Board of the Association. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. A Director may NOT hold two (2) or more offices concurrently if the holding of multiple offices, will cause, even temporarily, the Board of Directors to be composed of an even number of Directors, or would cause the Board to exist below or beyond the threshold numbers as detailed hereinabove Art. III, Sec. A, sub. 3. Pursuant to these Bylaws and the powers, the most votes any Board Member/Officer can have is one vote. If a board member serves in more than one position, he only allowed one vote.

All signatures of the Association followed by the word "Seal" enclosed parentheses or scroll shall be deemed the seal of the Association. The seal shall be in the custody of the Secretary and affixed by that person on all appropriate papers.

- 4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board detailed herein above Art. III, Sec. B, Sub. 1. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term with either a concurrently-serving fellow Director, or with a Member of the Association whom is inclined to perform those duties, but is not at that time a director. Officers shall serve until their successors have been elected.
- 4.3 Removal. Any Director concurrently serving may be stripped of the Director's title and obligation, without impacting said Director's membership on the Board of Directors, whenever in the Board's judgment, the best interests of the Association will be served thereby.
- 4.4 President. The President shall be the chief executive officer of the Association and shall be responsible to manage the operation of the Association. This person shall be responsible for the administration of the Association, general and active management of financial affairs of the Association, and shall execute bonds, mortgages, and other contracts in the name and on behalf of the Association.
- 4.5 Vice President. The Vice President shall perform such duties and have such other power as may from time to time to be delegated to this person by the President of the Board of Directors. The Vice President shall act as President in case of absence or incapacitation.
- 4.6 Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the property owners and the Directors. He or she shall have charge of the minute books, records, contracts, corporate seal, and other documents of the Association. The Secretary may affix the corporate seal to any lawfully executed documents regarding the same and shall sign such instruments as may require his or her signature. All HOA communications should be done by the Secretary with the knowledge and approval of the President. Also, the Secretary should be the one who informs the neighborhood of all events such as Men's Breakfast, Ladies Luncheon, Poker, etc.
- 4.7 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall have custody of all funds and securities belonging to the Association and shall receive, post or disburse the same under the direction of the Board of Directors. The Treasurer shall keep full and true accounts of all receipts and disbursements and shall make such reports of the same of the Board of Directors and the President as they may request.
- 4.8 Architecture/Landscaping. This elected individual shall be responsible for acquiring information on needed bids for the maintenance of detention pond, landscaping services, and existing contract services for any landscaping or maintenance services. The Board of Directors should approve all contracts. This individual shall maintain records for such services and report to the Board as to the performance of such services. This individual is empowered to communicate directly with the contract provider to ensure satisfactory performance according to contract agreements. Also, this individual has the specific task of communicating with all members of the Association regarding satisfaction level of services performed. It is also required that this individual

communicate to members of the Board any requested Architectural or Landscaping changes to a homeowner's property.

- 4.9 Activity Director. This elected individual shall coordinate activities and functions relating to the use of facilities on the Association's Common Property such as the clubhouse. This person shall acquire the completed Clubhouse use forms and collect any deposits or fees in relationship to those activities. This Director shall also inspect the property for the after-use state of the facility for cleanliness, and record any damages noted after such activities. This individual shall also coordinate all activities outside of our neighborhood.
- 4.10 Hospitality Director. This elected individual shall develop ways to welcome, assist new residents, visit new residents, and provide important information. This individual shall prepare and deliver an information packet that includes a neighborhood directory. The Hospitality Director and the Activities Director will be responsible for working together to develop activities that will serve all residents and promote community participation, good will and unity.
- 4.11 Resignation. 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 the receipt of such notice 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.

ARTICLE V INSPECTION OF BOOKS: NOTICE TO MORTGAGEES

- 5.1 The books, records, and papers of the Association shall at all times be available by appointment, during reasonable business hours, be subject to the inspection of any property owner or the mortgagee of any property owner.
- 5.2 All mortgagees who request the same shall be entitled to receive a written notification from the Association of any default in the performance by the individual property owner/mortgager of any obligation under the property owners' association instruments which is not cured within sixty (60) days.

ARTICLE VI SEAL

- 6.1 The seal of the Association shall be in such form as the Board of Directors may from time-to-time determine. In the event it is inconvenient to use such seal at any time, the signature of the Association followed by the word "Seal" enclosed in parenthesis or scroll shall be deemed the seal of the Association. The seal shall be in the custody of the Secretary and affixed by that person on all appropriate papers.

ARTICLE VII FISCAL YEAR

- 7.1 The Board of Directors must use the yearly calendar for the Association. Any changes to calendar year must be approved by the members of the community.

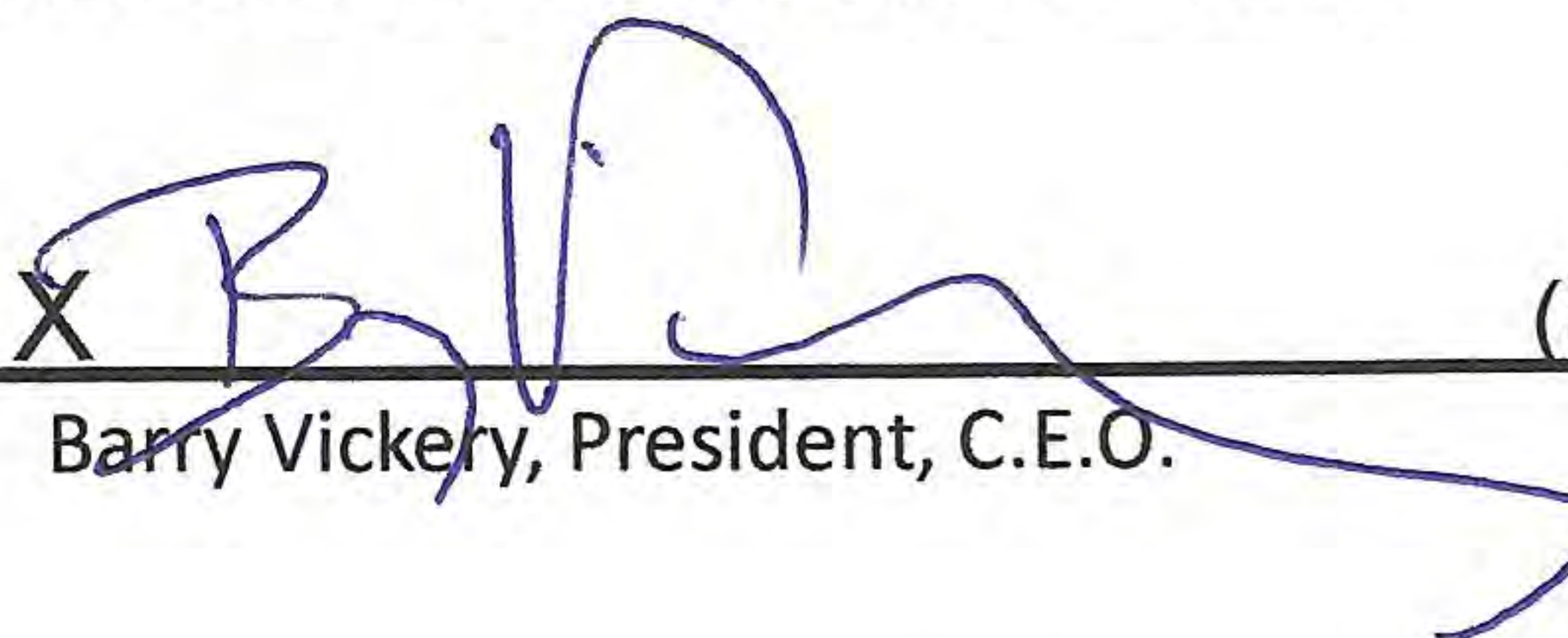
ARTICLE VIII

- 8.1 All of the terms defined in §O.C.G.A. 44-3-221 and Title 24 of the Housing and Urban Development shall be deemed to have the meanings therein specified wherever they appear in these bylaws, unless the context otherwise requires.

ARTICLE IX
AMENDMENTS

- 9.1 Amendments to these By-Laws, to comply with the Declaration of the Covenants, being an instrument of the Declaration, shall require a three-quarters (3/4) (75%) of the memberships' approval to amend any portion herein.

SO APPROVED AND ADOPTED, by NORTHMINISTER PLACE JEFFERSON
HOMEOWNER'S ASSOCIATION, INC.

X  (SEAL)
Barry Vickery, President, C.E.O.

X  (SEAL)
David Robbins, Vice President

X  (SEAL)
Notary Public



Affidavits Follow

EXHIBIT "B"
Sworn Statement of the President of
Northminster Place Jefferson Homeowner's Association Inc

STATE OF GEORGIA
COUNTY OF JACKSON

**Re: Northminster Place Homeowner's Association Inc Bylaw
Amendments**

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposed and states under oath that:

1. Deponent is the current President of the Northminster Place Homeowner's Association Inc and was so also on the date and time of the specially called meeting to address this Amendment to the By-laws.
2. Deponent is duly qualified and authorized to make this affidavit and knows the facts contained herein of his or her own personal knowledge.
3. On May 16th, 2024, a duly noticed, specially called Meeting was held by the Association for the purpose of discussing and recording a vote on this Amendment to the By-Laws and at this meeting, a quorum of both the Board for the Association and of the Members of the Association being present. The written ballot votes cast of **46/48 (95.8%)** Members of the Association were counted and recorded by myself and members of the Board, and said amount is greater than the requisite minimum three-quarters (3/4)(75%) of the total votes in the Association needed for approval.
4. Members holding at least three-quarters (3/4) (75%) of the total votes in the Association have approved this Amendment.
5. Deponent makes this Affidavit pursuant to the Official Code of Georgia Annotated §44-2-20.

This, the 24th day of May, 2024.

By: 
Name: Barry Vickery

Sworn to and subscribed
Before me this 28th day of May, 2024

Annika Waters
Notary Public
My Commission Expires: August 16, 2026



EXHIBIT "C"
Sworn Statement of the Secretary of
Northminster Place Jefferson Homeowner's Association Inc

STATE OF GEORGIA
COUNTY OF JACKSON

**Re: Northminster Place Homeowner's Association Inc Bylaw
Amendments**

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposed and states under oath that:

1. Deponent is the current Secretary of the Northminster Place Homeowner's Association Inc and was so also on the date and time of the specially called meeting to address this Amendment to the By-laws.
2. Deponent is duly qualified and authorized to make this affidavit and knows the facts contained herein of his or her own personal knowledge.
3. On May 16th, 2024, a duly noticed, specially called Meeting was held by the Association for the purpose of discussing and recording a vote on this Amendment to the By-Laws and at this meeting, a quorum of both the Board for the Association and of the Members of the Association being present, the written ballot votes cast of **46/48 (95.8%)** Members of the Association were counted and recorded by myself and members of the Board, and said amount is greater than the requisite minimum three-quarters (3/4)(75%) of the total votes in the Association needed for approval.
4. Members holding at least three-quarters (3/4) (75%) of the total votes in the Association have approved this Amendment.
5. Deponent makes this Affidavit pursuant to the Official Code of Georgia Annotated §44-2-20.

This, the 24th day of May, 2024.

By: Constance L Perkins
Name: CONSTANCE L PERKINS

Sworn to and subscribed
Before me this 28th day of May, 2024

Anniko Waters
Notary Public
My Commission Expires: August 16, 2026

