

**BY LAWS**  
**OF THE OAKLEIGH**  
**HOMEOWNERS ASSOCIATION**

**BY LAWS OF THE**

**OAKLEIGH HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I	NAME & PURPOSE
ARTICLE II	DEFINITIONS
ARTICLE III	MEETINGS
ARTICLE IV	BOARD OF DIRECTORS
ARTICLE V	NOMINATION & ELECTION OF DIRECTORS
ARTICLE VI	DUTIES & REPSONSIBILITIES OF THE BOARD OF DIRECTORS
ARTICLE VII	RESOLUTION OF DISPUTES
ARTICLE VIII	OFFICERS & THEIR DUTIES
ARTICLE IX	COMMITTEES
ARTICLE X	BOOKS & RECORDS
ARTICLE XI	ASSESSMENTS
ARTICLE XII	VOTING
ARTICLE XIII	AMENDMENTS
ARTICLE XIV	FISCAL YEAR & FINANCIAL REVIEW/AUDIT
ARTICLE XV	RIGHTS AND OBLIGATIONS OF MEMBERS
ARTICLE XVI	ADOPTION OF AMENDED BY LAWS

## ARTICLE I

### NAME & PURPOSE

The name of this association will be the Oakleigh Homeowners Association, Inc. (hereinafter referred to as the Association).

The purpose of these By Laws is to provide for the self-governance of the Oakleigh Homeowners Association, by establishing procedures by which the members of the Association will have the authority to control and direct the affairs of the Association through an elected Board of Directors (hereinafter referred to as the Board or the Directors), who will be held accountable to the membership in accordance with these By Laws.

## ARTICLE II

### DEFINITIONS

#### Section 1 Association

“Association” will mean and refer to Oakleigh Homeowners Association, Inc., its successors and assigns.

#### Section 2 Lot

“Lot” will mean and refer to any residential property belonging to an individual owner or owners which appears on the recorded map of the Oakleigh subdivision, with the exception of the common areas.

#### Section 3 Common Areas

“Common Area” will mean all real property owned by the Association for the common use and enjoyment of the Owners.

#### Section 4 Owner/Homeowner

“Owner or Homeowner” will mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Oakleigh Subdivision, excluding those having such interest merely as security for the performance of an obligation.

#### Section 5 Declaration

“Declaration” will mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements applicable to the properties recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

#### Section 6 Member

“Member” will mean and refer to those persons entitled to membership in the Oakleigh Homeowners Association, Inc., as provided in the Declaration, Article III, Section 1. The spouse or domestic partner of a member may exercise the powers and privileges of the member, and, if a co-owner, will share the membership. But for purposes of voting there will be only one membership per Lot.

Section 7 Board/Director(s)

“Board” will mean and refer to the Board of Directors of the Oakleigh Homeowners Association, Inc. “Director(s)” will mean and refer to any member or members of the above named Board of Directors.

ARTICLE III

MEETINGS

Section 1 Place of Meetings

All meetings of the members and/or Directors of the Association will take place either on the Oakleigh property or at a facility located within five [5] miles thereof as may be designated by the Board of Directors.

Section 2 Rules of Order

Unless otherwise specified in this document, all meetings of the members and/or Directors of the Association will be governed by the rules and procedures set forth in RULES OF ORDER FOR ASSOCIATION BOARDS by Jeffrey Goldberg.

Section 3 Membership Meetings

A: Annual Membership Meeting

An Annual Meeting of the members of the Oakleigh Homeowners Association will be held each year on or about the last Tuesday in January commencing at 7:00 PM at which time the members of the Association will vote on the proposed annual budget prepared and presented by the Board for their consideration in accordance with the provisions of Article VI, Section 5 of these By Laws, will elect members of the Board of Directors in accordance with the provisions of Article V of these By Laws, and will conduct such other business as may come before the meeting.

B: Special Meetings

Special Meetings of the membership may be called at any time by the President, the Board of Directors or upon the written request of fifteen per cent [15%] of the members of the Association. Such request must specify the purpose for which the meeting is being requested. Special Meetings requested by members of the Association will be called within seven [7] days of submission to the Board of a request for such a meeting, and will be held within fifteen [15] days thereafter.

Special Meetings will be called for specified purposes only and will be limited to the purposes specified in the meeting notice. No other business may be transacted at a Special Meeting.

C: Notice of Meetings

A written, notice of all Membership Meetings, including Special Meetings, will be sent to each member of the Association by, or at the direction of, the Secretary of the Association at least fifteen [15] days prior to such meeting, specifying the day, time and place, and the purpose of the meeting. Such notice will be sent to each member's last known address as it appears in the records of the Association, or to such other address as may be designated in writing by the member.

#### D: Quorum

The presence at any meeting of ten percent [10%] of the voting members, including proxies duly authorized by voting members, will constitute a quorum for any action, except as may otherwise be provided for in the Declaration or these By Laws. If a quorum is not established, the voting members present, including those represented by proxies, will be entitled to adjourn the meeting to another day, time and/or place until a quorum, as defined above, is established, provided that written notice of the new day, time and place is sent to each member of the Association within fifteen [15] days of the newly scheduled meeting.

#### E: Proxies

All Association members will be entitled to cast the number of votes to which they are entitled under the Declaration either in person at any meeting or by proxy. All proxies must be in writing, and must specify the meeting for which the proxy is being given, state the name of the designated proxy holder and be signed and dated by the member assigning the proxy. A copy of the Official Proxy of the Oakleigh Homeowners Association is attached to this article.

Proxies will be valid only for a specified meeting and will be filed with the Secretary of the Association by the opening of that meeting. All proxies will cease to be valid at the close of the meeting for which they were submitted. In the event that a meeting is adjourned to a later day, time and/or place, all proxies will remain valid, unless revoked, until the meeting is closed.

Proxies may be revoked by written notice, signed and dated by the assignor of the proxy, and delivered to the Secretary of the Association prior to the opening of the meeting. In the event that two or more proxies signed by the same member are submitted only the proxy bearing the latest date will be considered valid. The presence at the meeting of any member for whom a signed proxy has been submitted will invalidate their proxy.

See Appendix A

### Section 4 Meetings of the Directors

#### A: Regular Meetings

Meetings of the Board of Directors will be held at least monthly at such time and place as may be determined by the Board of Directors. Each Director will be notified of said meetings at least five [5] days prior to the meeting. Meetings of the Directors will be open to any member(s) of the Association who may wish to attend as observers.

#### B: Special Meetings

Special Meetings of the Board of Directors will be held when called by the President of the Association, or by any three [3] Directors. Each Director will be notified of any Special Meeting at least five [5] days prior to such meeting. In the event of an emergency the five [5] day notice requirement may be waived.

#### C: Quorum

A majority of the Directors will constitute a quorum for the transaction of business. Every action or decision taken by a majority of the Directors present at a duly called and properly notified meeting at which a quorum is present will be considered a legitimate action or decision of the Board.

## D: Actions Taken Without a Meeting

Actions may be taken by the Board of Directors without a formal meeting with the written agreement of a majority of the Directors, provided that all of the Directors have been notified and given an opportunity to participate in the decision. In the event that any Director may be unreachable he/she shall be considered to have been notified upon the sending of a notice to his/her e-mail address. Any actions approved by this means will have the same effect as those taken at a formal meeting of the Board.

## ARTICLE IV

### BOARD OF DIRECTORS

#### Section 1 Number

The affairs of the Oakleigh Homeowners Association will be managed by a five [5] member Board of Directors who must be current resident homeowners and members in good standing of the Association. However, no member and his or her spouse, domestic partner or co-owner may serve on the Board at the same time.

#### Section 2 Terms of Office

The term of office for Directors will be two [2] years.

Three [3] Directors will be elected every other year, and two [2] Directors will be elected in the alternate years.

#### Section 3 Removal of Directors

Any Director(s) may be removed from office by a vote of the members of the Association in a Special Recall Election.

Upon submission to the Board of Directors of a petition setting forth the reasons for the proposed recall, and bearing the signatures of twenty [20] percent of the members of the Association, all of whom must be members in good standing, a Special Meeting will be called to determine whether or not to remove said Director(s) from office.

Within thirty [30] days of the receipt of such petition by the Board a Special Meeting for this purpose will be held. Once the meeting is called to order the petitioners will be called upon to set forth the reasons for the proposed recall. The Director(s) in question will then be given an opportunity to respond to the allegations made by the petitioners. A recall election will then be held. The vote will be by secret written ballot. The ballot will ask only whether or not the membership wishes to remove said Director(s) from office. The Director(s) will be removed from office by the vote of a majority of the ballots cast in the election, provided that at least thirty percent [30%] of all eligible voters cast a ballot.

Should any Director(s) be removed from office by a vote of the membership the vacant position will be filled in the manner prescribed in Section 4 of this article.

Any Director(s) removed from office in a Special Recall Election may not be appointed by the Board to fill the vacancy created by their removal, nor will they be eligible to run for reelection to the Board at the next subsequent election.

#### Section 4 Replacement of Directors

In the event of the death, resignation or removal from office by a vote of the membership of any Director(s) the vacancy so created will be filled until the next regularly scheduled election by a vote of the remaining members of the Board.

Anyone appointed to fill a vacant Board position will serve until the next regularly scheduled election at which time an election will be held to fill the position for the remainder of the unexpired term, if any, in accordance with the procedures set forth in Article V, Sections 2 & 3 of these By-Laws.

#### Section 5 Compensation

Directors will receive no compensation for the performance of their duties, or for any other service they may perform on behalf of the Association. But Directors will be reimbursed for all actual expenses incurred in the performance of their duties, upon submission of documented expenses.

### ARTICLE V

#### NOMINATION & ELECTION OF DIRECTORS

##### Section 1 Eligibility

Only members of the Oakleigh Homeowners Association, whose membership dues are paid in full, and who are current resident homeowners will be eligible to run for election to the Board of Directors.

##### Section 2 Nomination

At least sixty [60] days prior to the regularly scheduled Annual Membership Meeting the Board of Directors will appoint a Nominating Committee which will consist of three [3] Association members in good standing. The Committee will solicit, or cause to be solicited, nominations for the Board from among all of the eligible members of the Association. The Committee will determine, or cause to be determined, the eligibility of each proposed nominee, and will contact each member whose name has been put forward in order to ascertain his or her willingness to serve on the Board

The Committee will accept all eligible nominations submitted to it as well as those it may solicit at its own discretion; but in no case less than the number of vacancies to be filled.

##### Section 3 Election

Elections for the Board of Directors will take place each year at the regularly scheduled Annual Membership Meeting.

All elections will be by secret ballot.

It will be the responsibility of the Board of Directors to insure that ballots are prepared and distributed to all eligible voters and proxy holders in attendance at the Annual Membership Meeting.

The ballot will list the names of all nominees in alphabetical order with a place to vote for each candidate. Space will also be provided on the ballot for the name or names of any write-in candidates.

When necessary, the ballot will provide space for a separate vote to fill the unexpired term(s) of any Director(s) caused by the death, resignation or recall of such Director(s).

In addition, the ballot will clearly state the number of positions to be filled, with instructions to cast no more than one vote per candidate and to vote for no more than the number of candidates required to fill the positions available.

Members will vote by marking their ballots, either with an X or a check mark, for the candidate or candidates of their choice.

Cumulative voting, as defined in Article XII, will not be permitted.

Three Association members in good standing, who are not candidates for election, will be designated by the Board of Directors to collect and count the ballots and to certify the results.

The Committee will proceed to count the ballots as follows:

Invalid ballots will be set aside. A ballot will be considered invalid for any of the following reasons:

If it contains more votes than the total number of positions to be filled, but not if it contains less votes than the total number of positions to be filled.

If it contains more than one vote for a single candidate.

All valid ballots will then be counted. The votes for each candidate will be tabulated and the candidate(s) with the highest number of votes will be elected.

The results of the election will be announced at the conclusion of the Annual Membership Meeting.

All ballots will be retained by the Association for a period of ninety [90] days, after which they will be destroyed.

## ARTICLE VI

### DUTIES & RESPONSIBILITIES OF THE BOARD OF DIRECTORS

#### Section 1 Composition of the Board

The Oakleigh Board of Directors will consist of the five [5] Directors who will serve as Officers of the Association.

#### Section 2 Authority of the Board

The Board of Directors will exercise such powers as may be conferred upon it by the Declaration and/or these By Laws and the Oakleigh Design Standards.

It will be the responsibility of the Board to oversee and manage the affairs of the Association on a day to day basis.



### Section 3 Meetings of the Board

The Board will set the date, time and place of its own meetings.

The minutes of all Board meetings will be made available to any member of the Association upon request, and will be published on the Oakleigh web site. All information of a persona/private nature will be excised before the minutes are published.

### Section 4 Membership Meetings

The Board will schedule all Annual and Special Membership Meetings, and will notify all members of the Association in writing of the day, time and place of each such meeting. Meeting notices will be sent to all Association members at least fifteen [15] days prior to each meeting, and will include an agenda for the meeting and such other documents as may be required elsewhere in these By Laws.

Association members will have the right to add any item to the agenda by submitting a request to the Secretary of the Board within forty eight [48] hours of the meeting. In addition, the agenda will provide an opportunity for New Business items to be raised by any member(s) present at the meeting.

The Board will report to the members present at the Annual Membership Meeting on its activities and actions since the last meeting, and will make appropriate recommendations for action by the membership in attendance, provided that a quorum is present at the meeting.

The Board will provide the members present at the Annual Membership Meeting with a year end financial report showing the financial condition of the Association, a copy of which report will be sent to each member of the Association at least fifteen [15] days prior to the Annual Membership Meeting.

The minutes of all membership meetings will be published in the Oakleigh newsletter and on the Oakleigh web site.

### Section 5 Annual Budget & Assessments

The Board of Directors will be responsible for preparing an annual budget proposal setting forth anticipated income and expenditures for the upcoming year.

In preparing its annual budget proposals the Board will provide for and maintain a reserve fund, which will be evaluated at least every five years by an independent agency to insure that it is adequate to meet the anticipated future requirements of the Association.

Based on the income needed to finance its proposed budget, the Board will also determine the amount of the annual assessment to be paid by each member of the Association.

The proposed annual budget will be sent to each member of the Association at least fifteen [15] days prior to the Annual Membership Meeting. Approval of the annual budget will require a majority vote of those eligible members who cast a ballot, in person or by proxy, at the Annual Membership Meeting.

Annual assessments will not be increased by more than five percent [5%] in any given fiscal year, unless a greater amount, not to exceed ten percent [10%], is approved by a vote of two thirds [2/3] of those eligible members who cast a ballot, in person or by proxy, at the annual Membership Meeting.

In the event that the Board's budget proposal is not approved, the previous year's budget and assessments will remain in effect until such time as a new budget is approved.

Except in the case of unanticipated emergencies requiring an unbudgeted expense, should the Board propose, during the course of a fiscal year, to spend in excess of two thousand dollars [\$2,000] above the amount allocated in the current budget for any budgeted item, or for any non-budgeted item, such expenditure will require the prior approval of the members of the Association. Approval of such expenditures will require a majority vote of those eligible members who cast a ballot, in person or by proxy, at a Special Meeting called for that purpose.

#### Section 6 Special Assessments

One-time special assessments may be requested by the Board to meet unforeseen circumstances. Special assessments will not be used to make up deficits in the annual budget. Requests for special assessments must be made for specific purposes which are to be set forth in writing to the members of the Association at least fifteen [15] days prior to a vote by the membership.

Except as may be required to meet the obligations of a court ordered judgment or settlement, special assessments will require a two thirds [2/3] vote of those eligible voters who cast a ballot, in person or by proxy, at a Special Meeting called for that purpose.

#### Section 7 Records of the Board

The Board of Directors will keep and maintain a complete record of all of its actions and decisions, including, but not limited to, the minutes of all meetings with all recorded motions and votes, an accurate record of all financial transactions, copies of all contracts and agreements with any management company, law firms, contractors or suppliers.

Upon the request of any Association member(s) the Board will provide a full and complete explanation of any information contained in the above documents. Such explanation may be provided in writing at the request of the member(s).

#### Section 8 Committees

The Board will appoint all Association committees, assign to them their duties and responsibilities, render them every assistance possible in the carrying out of their functions, and exercise general supervision over their activities.

#### Section 9 Agents Employed by the Board

The Board will have the authority to employ, at its discretion, a management company, legal counsel, and such other contractors and/or suppliers as may from time to time be required.

The Board will obtain and evaluate at least two [2] written bids from competing companies before employing any of the above, provided that the total cost of the work being contracted for exceeds one thousand dollars [\$1,000].

When negotiating a contract for the employment of any of the above named or other agents, the Board will make every effort to provide for the termination of such contract upon no more than thirty [30] days written notice.

The Board will insure that all contractors employed to do work for the Oakleigh Homeowners Association possess current, valid general liability insurance and worker's compensation covering their employees.

The Board will prescribe the duties and responsibilities of any management company, legal counsel, contractors and/or suppliers it may employ, and will exercise appropriate supervision over them to insure that the duties and responsibilities assigned to them are properly performed.

#### Section 10 Management of the Common Areas

The Board will be responsible for the management and maintenance of the Oakleigh Club House, the common areas and the recreational facilities, and will see to it that they are kept in good repair and working condition.

For this purpose the Board will have the authority to adopt, publish and enforce such rules and regulations as it may deem appropriate for the use of the Club House, the common areas and the recreational facilities, and for the personal conduct of Association members and their guests thereon; and to establish penalties for the infraction of said rules and regulations as provided for in Article XV, Section 4 of these By Laws. Any such rule or regulation established by the Board may be revoked by a two thirds [2/3] vote of the Association members in attendance or represented by proxies at an Annual Membership Meeting or at a Special Meeting called for that purpose.

#### Section 11 Communications

The Board of Directors will be responsible for establishing and maintaining a regular, ongoing system of communication with all members of the Oakleigh Homeowners Association. This may include the use of the U.S. Postal Service, door to door distribution, telephone communication and e-mail. The Board will publish, or cause to be published, on a quarterly basis an Oakleigh community newsletter. It will also establish and maintain, or cause to be established and maintained, an Oakleigh community web site.

#### Section 12 Insurance

The Board will procure and maintain at all times adequate liability and hazard insurance on all property and facilities owned by the Oakleigh Homeowners Association.

The Board will also procure and maintain adequate liability insurance for all Officers and Directors of the Association.

### ARTICLE VII

#### RESOLUTION OF DISPUTES

##### Section 1 Informal Resolution

In the event of a dispute between the Board of Directors and any member of the Oakleigh Homeowners Association concerning any matter over which the Board has jurisdiction the Board will make every effort to resolve the dispute before taking any action against the member.

##### Section 2 Hearings Before the Board

If a dispute between an individual member of the Association and the Board of Directors or its agents cannot be resolved informally, the member will have the right to request a hearing before the Board within twenty [20] days of receiving any citation, permit denial or notification of impending action against said member. Such request will be sent to the Secretary of the Board in writing and will set forth the issues being disputed.

Within ten [10] days of receipt of a request for a hearing the Board will schedule a special meeting for the exclusive purpose of conducting such hearing. A quorum of the members of the Board must be present at any hearing.

Failure of the Board to schedule and conduct a hearing within thirty [30] days will resolve the issue(s) in dispute in favor of the member.

The member will be entitled to any documents in the Board's possession that may be relevant to the issue(s) in dispute.

The hearing will be conducted in the following manner.

- The Board will set forth its concerns and cite specific violations of the Declaration, By Laws or Design Standards in support of its position.
- The member will then have an opportunity to refute any claims or charges made by the Board, refute any evidence presented by the Board, and present such evidence on their own behalf as he/she may deem appropriate.
- The member may set forth any explanation, justification or mitigating circumstances which he/she may deem appropriate, and may request that an exception be made in the application of any rule or regulation.
- Both the Board and the member will be obligated to make every effort possible to resolve the dispute to the mutual satisfaction of both parties.

Within seven [7] days of the hearing, and after full and fair consideration of all of the arguments and evidence set forth at the hearing, the Board will issue its decision, including an explanation of the facts and arguments upon which its decision is based. Copies of the Board's decision and explanation will be sent in writing to the member concerned.

No action will be taken by the Board or its agents against any member who has requested a hearing until the hearing is completed and the Board has issued its decision.

### Section 3 Informal Arbitration

Any Association member who is dissatisfied with the decision of the Board may appeal to a three member Informal Arbitration panel which will arbitrate the dispute.

Within seven [7] days of the issuance of the Board's decision, the member concerned may submit a request in writing to the Board for informal arbitration of the dispute. Within ten [10] days of the receipt of such a request a three member panel will be selected in the following manner:

- The member will select one panel member.
- The Board will select one panel member.
- The two panel members so selected will select a third panel member, who will serve as the chair of the panel.

Within seven [7] days of the formation of the panel a hearing will be held in which both parties will set forth their positions, arguments and evidence, and state their preferred solution.

The panel will be entitled to copies of all documents relevant to the dispute in the possession of the Board and/or the member.

At the conclusion of the hearing the panel will meet in private to review all of the arguments, evidence and proposals submitted by both parties at the hearing. The panel will seek to reach a fair and equitable decision. However, it will have no power to set aside or modify the Declaration, these By Laws or the Oakleigh Design Standards; nor will it have the power to set aside or suspend any rights that Association members may otherwise possess under the Constitution and laws of the United States or those of the State of Georgia.

Within five [5] days the panel will issue its ruling, which will be conveyed to both the member and the Board in writing, and will be considered binding on both parties.

No action will be taken by the Board, or its agents, against any member who has requested informal arbitration until a ruling has been issued by the panel.

#### Section 4 Legal Representation Prohibited

As it is the purpose of the above procedures to resolve disputes between Association members and the Board of Directors and/or its agents without recourse to legal action, neither the Board nor the member will be represented by legal counsel in any proceedings under Section 2 or 3 of this Article.

### ARTICLE VIII

#### OFFICERS AND THEIR DUTIES

##### Section 1 Enumeration of Officers

The Officers of the Association will consist of a President, a Vice President, a Secretary, a Treasurer and an Architectural Control Director, who will at all times be members of the Board of Directors. No Director will hold more than one office at a time, except that the duties of a vacant office may be temporarily handled by another Officer until such time as the vacant position is filled. However, in no instance will the duties of the Treasurer be combined with those of the President.

##### Section 2 Election of Officers

The Officers enumerated above will be elected by the Board of Directors. The election will take place at the first meeting of the Directors following the regular Annual Membership Meeting, at which time the newly elected Board members will take office.

##### Section 3 Term of Office

The Officers of the Association will be elected annually, and will hold office for one [1] year, unless any of them resigns or is removed from office or may otherwise be disqualified to serve before their term expires.

##### Section 4 Resignation or Removal from Office

Any Officer may resign at any time by giving written notice to the Board. Such resignation will take effect upon receipt of the notice of resignation or at such time as may be specified therein.

Any Director who is removed from the Board by a vote of the Association membership in a Special Recall Election, will cease immediately to hold any office to which he may have been elected by the Board of Directors.

## Section 5 Vacancies

If a vacancy occurs in any office, the Board of Directors will elect an interim Officer to serve for the remainder of the term of the Officer being replaced. Any interim Officer elected to fill a vacancy must be a member of the Board of Directors.

## Section 6 Duties and Responsibilities of the Officers

- A. The President will be the chief executive officer of the Association, and will be responsible for directing and supervising the affairs and activities of the Association. The President will preside at membership meetings and meetings of the Board of Directors. The President will be authorized to sign all leases, mortgages, deeds and other written instruments, and to co-sign all checks and promissory notes, on behalf of the Association.
- B. The Vice President will act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and will exercise and discharge such other duties and responsibilities as may be assigned from time to time by the Board of Directors.
- C. The Secretary will prepare and distribute, or cause to be prepared and distributed, notices of all membership meetings and of all meetings of the Board of Directors, indicating the date, time and place of said meetings and including the agenda for each meeting.

The Secretary shall record the minutes of all membership meeting and meetings of the Board of Directors. The minutes of all meetings will include an accurate record of the members present including proxies, of quorums, and of motions made and votes taken at said meetings. Minutes and agendas of all membership meetings and of all Board meetings will be kept on file by the Secretary.

It will be the responsibility of the Secretary to insure that all members of the Association receive updated copies of the current Declaration, By Laws and Architectural Design Standards, and that they receive copies of any amendments to these documents that may be adopted from time to time.

The Secretary will be responsible for maintaining, or causing to be maintained, a current, accurate Directory of all Association members with their addresses, telephone numbers and e-mail addresses, if available. The Secretary will insure that an updated copy of the Directory is made available to all Association members on an annual basis.

- D. The Treasurer will receive, or cause to be received, all payments made to the Association, and will deposit, or cause to be deposited, all such payments and all other funds belonging to the Association in such depositories as may be designated from time to time by the Board of Directors. All such deposits will be made in the name of and to the credit of the Oakleigh Homeowners Association.

The Treasurer will disburse, or cause to be disbursed, the funds of the Association in such manner as may be authorized and directed by the Board of Directors. For this purpose the Treasurer will be authorized to co-sign all checks and promissory notes on behalf of the Association.

The Treasurer will keep and maintain, or cause to be kept and maintained, complete and accurate financial records and books of account and will render, or cause to be rendered, to the Board of Directors a monthly accounting of all the financial transactions made on behalf of the Association, and of the ongoing financial condition of the Association.

The Treasurer will be responsible for preparing for the Board of Directors an annual budget proposal, which, upon the Board's agreement thereto, will be presented to the Association membership for their approval at the Annual Membership Meeting. The Treasurer will also prepare, or cause to be prepared, a year end financial report showing all income, expenditures, reserve funds, deposits and investments, and any surplus or deficit, which will be presented to the membership at the Annual Membership Meeting. Copies of the annual budget and a preliminary year end financial report will be delivered to each member of the Association at least fifteen days prior to the Annual Membership Meeting.

It will be the responsibility of the Treasurer to cause an annual audit of the Associations financial records to be carried out by a certified public accountant at the completion of each fiscal year. The carrying out of the required financial review/audit will not require further authorization by the Board of Directors.

- E. The Architectural Control Director will be responsible for approving/disapproving, or referring to the Board of Directors for its approval/disapproval, all homeowner requests for architectural or landscape modifications.

The Architectural Control Director will carry out, or cause to be carried out, monthly property inspections of all structures and landscaping within the Oakleigh subdivision for the purpose of ascertaining members' compliance with the Declaration of Covenants and the Oakleigh Design Standards.

The Architectural Control Director may attempt to resolve any non-compliance issues by informal means if possible.

The Architectural Control Director, with the agreement of the Board of Directors, will be responsible for sending, or causing to be sent, notices of non-compliance to any member(s) of the Oakleigh Homeowners Association whose property is found to be in serious and continuing violation of the Declaration of Covenants or the Oakleigh Design Standards.

## ARTICLE IX

### COMMITTEES

The Board of Directors will serve as the Architectural Review Committee. The Board of Directors will appoint a Nominating Committee, as provided for in Article V, Section 2 of these By Laws. In addition, the Board of Directors will appoint such other committees as it may from time to time deem appropriate to the carrying out of its duties and responsibilities. All committees established by the Board of Directors will be responsible to the Board of Directors.

Committee participation will be open to all members of the Oakleigh Homeowners Association in good standing.

The establishment of any committee by the Board of Directors will be announced to the Association's membership. The names of all committee members will be posted on the Association website and published from time to time in the Association's newsletter.

There will be no anonymous committees.

## ARTICLE X

### BOOKS & RECORDS

The Books and Records of the Association, including the minutes of all membership meetings, and meetings of the Board of Directors, all budgets, financial reviews/audits and other financial records, as well as contracts with any management company and/or attorneys, and all contractors and/or suppliers will be available for inspection during normal business hours by any member(s) of the Association.

Copies of any such document(s), or any portion(s) thereof, will be provided to the member(s) upon request at no cost, except that the rate charged by the management company may be charged for copying the document(s) requested, as well as the cost of mailing the document(s), if so requested.

All members will be provided with copies of the Declaration, the By Laws and the Oakleigh Design Standards upon the purchase of a home in Oakleigh. Additional copies will be made available upon request at no cost, except for the cost of copying, if required, and mailing, if requested, as provided above.

All Association members will be provided in a timely manner with copies of any proposed amendments or modifications to these documents, and of any final amendments or modifications that may be adopted, as well as with all policies adopted by the Board of Directors.

## ARTICLE XI

### ASSESSMENTS

Each member of the Oakleigh Homeowners Association will be obligated to pay to the Association such annual assessments as may be determined by the Board of Directors and such special assessments as may be proposed by the Board of Directors and approved by a vote of the membership as set forth in Article VI, Section 6 of these By Laws.

Assessments will be due and payable by December 31 of each fiscal year. Late fees will be charged on any assessments received after February 15.

Written notice of the annual assessment approved by the Board of Directors will be sent to each homeowner at least forty five [45] days prior to the final date on which payment of their annual assessment is due.

Upon payment of their assessment each homeowner may request from the Board of Directors, or its agent, a dated certificate of receipt certifying that their annual assessment has been paid.

Within fifteen [15] days following the final due date for the payment of assessments the Board will send, or cause to be sent, a written notice to delinquent homeowner(s) notifying them of their unpaid assessments and of the penalties that may be imposed for non-payment of assessments.

Within forty five [45] days following the final due date for the payment of assessments, and in the absence of an agreement for the payment of overdue assessments, the Board may impose the following penalties:



- Suspend the voting rights of delinquent members and their right to use the Club House and common recreational facilities until such time as their assessment(s) are paid in full.
- Assess a late fee on the unpaid balance of their assessment(s) at a rate of twenty percent [20.0%]. Additional late fees in like amount may be assessed on any unpaid late fees at the beginning of each fiscal year.
- Place a lien on their property for the amount of the unpaid assessment(s) plus late fees owed.
- If, after of a period of two [2] years, any outstanding assessment(s) have not been paid, the Board may bring an action at law against any delinquent homeowner(s) for payment of the amount of the unpaid assessment(s) and late fees owed, plus court costs.
- Under no circumstances will the Board of Directors, or its agents, institute foreclosure procedures against the property of any member(s) of the Association as a means of collecting delinquent assessments.

Neither non use of the common areas nor the abandonment of a lot will be considered a justification for the non payment of annual or special assessments.

## ARTICLE XII

### VOTING

For purposes of voting there will be only one membership and one vote per lot.

Cumulative voting, defined as casting more than one ballot for a single candidate, is prohibited. When electing Directors, no voting member may use his/her ballot to cast multiple votes for a single candidate. Any ballot containing more than one vote per candidate will be considered invalid and will not be counted.

Open ended voting is prohibited. All issues submitted to a vote of the full membership by mail ballot will have a fixed date for the conclusion of the balloting, at which time all ballots will be counted. Any ballots received after that date will be considered invalid and will not be counted.

## ARTICLE XIII

### AMENDMENTS

Amendments to these By Laws may be proposed by the Board of Directors or by any member(s) of the Association. Proposed amendments must be submitted to the Board in writing. The Board will present them to the membership in writing, with or without its recommendation, at least fifteen [15] days prior to the Annual Membership Meeting or a Special Membership Meeting called for the purpose of voting on the proposed amendments.

Amendments must be approved by a majority vote of those eligible Association members who cast a ballot, either in person or by proxy, at said membership meeting, provided that at least thirty percent [30%] of all eligible voters cast a ballot.

## ARTICLE XIV

### FISCAL YEAR & FINANCIAL AUDIT

The fiscal year of the Oakleigh Homeowners Association will begin on the first day of January and end on the thirty first day of December of each year.

An independent audit of the Association's financial records will be conducted by a certified public accountant at the conclusion of each fiscal year.

Copies of the financial audit will be made available to any member(s) of the Association upon request at no cost, except for the cost of copying and mailing as provided for in Article X.

## ARTICLE XV

### RIGHTS AND OBLIGATIONS OF MEMBERS

#### Section 1 Non Forfeiture of Rights

The acceptance by the members of the Oakleigh Homeowners Association of the Declaration, these By Laws and the Oakleigh Design Standards, the signing of any other agreement between the Association and its members, or the making of any policy by the Association, will in no way be construed as constituting the forfeiture of any constitutional, civil or legal rights the members may possess as citizens of the United States and of the State of Georgia under the Constitution and laws of the United States and of those of the State of Georgia.

#### Section 2 Obligations of Members

Except as stipulated in Section 1 above, all members of the Oakleigh Homeowners Association will be obligated to abide by the Declaration of Covenants, By Laws and Design Standards of the Oakleigh Homeowners Association, and such policies and procedures as the Board of Directors may from time to time establish.

#### Section 3 Interpretation and Application

It will be the sole responsibility of the Board of Directors to interpret the provisions of its governing documents and to apply them to specific circumstances. The Board will make every effort to act in a reasonable, common sense and practical manner in interpreting and applying its governing documents and policies. It will at all times make a good faith effort to strike a balance between the interests of individual homeowners and those of the Association, and to accommodate the reasonable wishes of the individual homeowner wherever possible. The Board will have the sole authority to make such exceptions to its governing documents and policies as it may deem appropriate in any given circumstances at any given time, without thereby establishing a precedent.

#### Section 4 Enforcement and Penalties

The Board will have full and sole authority to enforce the Declaration of Covenants, By Laws, Design Standards and such other policies and procedures as it may from time to time establish.

In the event of a serious, unacceptable and continuing violation of the Declaration of Covenants, By Laws, Design Standards or other policies and procedures of the Association, which cannot be amicably resolved, the Board will have the authority to impose the following penalties:

Levy such fines as the Board may deem appropriate. Fines may range from \$25 to \$100 depending on the seriousness of the violation. In the event of a continuing violation additional fines may be imposed every 90 days in an amount ranging from \$25 to \$100 at the sole discretion of the Board.

In addition to any fines imposed, the Board will be entitled to recover the full amount of any costs it may incur in order to correct a violation, to restore a property to its original condition, or to collect any fines imposed, including the cost of liens and court costs.

Place a lien on a homeowner's property until such time as the issue is resolved and the fines/costs are paid in full.

Take any action at law the Board may deem necessary to resolve the issue.

Under no circumstances will the Board of Directors or its agents institute foreclosure procedures against the property of any member(s) of the Association as a means of enforcing its governing documents or policies or of collecting any fines or costs.

Any member(s) who remain in non-compliance for three [3] consecutive months after receiving a notice of non-compliance may have their membership privileges revoked, in which case they will be denied the use of the Club House and the common recreational facilities, the right to vote at Association meetings or in Association elections, as well as the right to be elected or appointed to, or to continue to hold, any office in the Association. Membership privileges will be restored at such time as the violation has been resolved and all fines and costs have been paid.

Denial of use of the common areas will not be construed as a justification for non payment of annual or special assessments.

## ARTICLE XVI

### ADOPTION OF AMENDED BY LAWS

These amended By Laws will be adopted in accordance with the procedures set forth in Article XIII of the current By Laws of the Oakleigh Homeowners Association which provide for the amendment of those By Laws.

Upon the adoption of these amended By Laws this article will be automatically deleted.

APPENDIX A  
OFFICIAL PROXY

**OAKLEIGH HOMEOWNERS ASSOCIATION  
OFFICIAL PROXY**

The undersigned, being a member(s) in good standing of the OAKLEIGH HOMEOWNERS ASSOCIATION, hereby appoints \_\_\_\_\_ as my proxy, with full power to serve as my proxy and to exercise the entire vote of the undersigned at the meeting of the OAKLEIGH HOMEOWNERS ASSOCIATION to be held on \_\_\_\_\_. Such proxy holder is directed to cast the entire vote of the undersigned at his/her discretion on all matters brought before the meeting. Should the meeting be rescheduled for any reason, this proxy will be deemed valid for the rescheduled date of the meeting.

Should the proxy holder be determined not to be a member in good standing this proxy will be null and void.

This proxy may be revoked in writing by the undersigned Association member at any time prior to the opening of the meeting. This proxy supersedes and revokes all previous proxies.

Members must assign their proxy to a specific proxy holder whose name and signature must appear on this proxy. Any proxy that is not assigned to a specific, named proxy holder will be null and void.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Member (Print)

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Proxy Holder

\_\_\_\_\_  
Signature of Proxy Holder