

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR GRAND MANOR

THIS DECLARATION, made this 1st day of November, 1992 by Byron Fowler, President of Grand Manor Development, Inc. (hereinafter the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property lying and being in Land Lot 1274 of the 16th District, 2nd Section, Cobb County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof and is generally known as Grand Manor Subdivision; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Grand Manor and for the maintenance of property and improvements thereon, and to this end desires to subject the residential real property described in Exhibit "A" of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Grand Manor, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; now therefore, Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Developer and/or such other individual as Developer may appoint, until all lots in Grand Manor shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents. The Developer hereby reserves the right to appoint and remove any members of the Architectural Control Committee as he deems necessary.

Section 2. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 3. "Developer" shall mean and refer to Byron Fowler, President Grand Manor Development, Inc or any successor in title or any successor in interest to the Developer, to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 4. "Lot" shall mean and refer to the residential Lots 1 through 33, inclusive of Grand Manor Subdivision, shown upon the Plat, as well as any future lots subjected to the within covenants, conditions, restrictions and easements by the Developer in Grand Manor Subdivision or any expansion thereof by Developer.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title of any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 7. "Plat" shall mean and refer to that certain Plat of Survey prepared by Rhindt-McDuff Assoc. Inc. dated _____, and recorded in Plat Book _____ Page _____, in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

Section 8. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 9. "Structure" shall mean and refer to: (i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other permanent improvement of such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or devise which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters that flow of any water in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans, color schemes, roof pitches, exteriors and specifications for any installation, construction or alteration of any Structure on any Lot.

ARTICLE III EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the front entrance area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees, and any management company retained by the Association to enter in or to cross over the front entrance area and the Lots, to inspect and to perform the duties of maintenance and repair of the front entrance area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a special easement by a separate recordable document, Developer or the Association shall have the right to grant such easement on the front entrance area without conflicting with the terms thereof.

Section 2. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and right-of-way in, on, over, under and through any part of the Property owned by Developer for so long as Developer owns any Lot primarily for the purpose of the sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables or other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of any sales offices, model units and parking spaces in connection with its efforts to market Lots.

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the front entrance area and the Lots to perform respective duties.

ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in Grand Manor from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes in Grand Manor.

Section 2. Erosion Control. During individual house construction all soil siltation must be contained on each individual lot. No tracking of dirt or mud is allowed on any street. If any of the above occurs, builder will be notified to clean up the area. If builder does not comply immediately, the Developer will have area cleaned and charge builder for any cost incurred.

Section 3. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the property.

Section 4. Signs.

(a) No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs: as may be required for legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than four square feet in area; and

(iii) directional signs for vehicular or pedestrian safety;

(b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 5. Fences.

(a) No fencing of any kind will be permitted in the front yard.

(b) Fencing will be permitted starting from the rear of the house and working to the side property line then back towards the rear property line.

(c) No chain link or cyclone fences will be permitted,

Section 6. Clotheslines. No outside clothesline shall be placed on any Lot.

Section 7. Recreational Vehicles and Trailers. No trailer, trailer house, boat or recreational vehicle shall be parked on any Lot, except in garages or behind screening so as not to be visible from the street or other Lots. Any screens shall conform to the exterior design and quality of the dwelling on the same Lot. Nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction.

Section 8. Recreational Equipment. No recreational equipment and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot.

Section 9. Accessories. A detached accessory structure may be placed on a Lot to be used as a playhouse, a swimming pool, tennis court, tool shed, a mailbox, a dog house, a garage; a garage may also be an attached accessory structure. (Such accessory structure shall conform in exterior design and quality to the dwelling on the same Lot.) An accessory structure placed on a Lot shall be located only behind the dwelling as such building fronts on the street abutting such Lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by any applicable zoning law.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Grand Manor shall be undertaken and completed in accordance with the following conditions:

- (a) Review and Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or alteration herein be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, if the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted in writing, or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee shall be liable in damages to anyone submitting plans or specification for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees by submission of such plans and specifications, and every owner of any lot agrees that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.
- (b) All construction shall be carried out in compliance with the laws, codes, rules, or regulations and orders of all applicable governmental agencies and authorities.
- (c) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.
- (d) Only one mailbox shall be located on any Lot. All mailboxes will have the same quality and design and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns.
- (e) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.
- (f) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.
- (g) Adequate off-street parking shall be provided for each Lot.
- (h) All homes must have at least a double car garage and all garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.
- (i) Any construction on a Lot shall be at risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.
- (j) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) shall contain not less than 1,600 square feet. There shall be no roof pitches less than 6/12. No dwelling shall be constructed exceeding three stories in height, including basement, on any Lot.

(k) All front yards shall be sodded from the back of the curb to the front foundation of the house.

(l) Exterior TV or radio receiving equipment shall not be permitted. ←

Section 11. Animals. No animals including birds, insects and reptiles, may be kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement. (a) the Association, the Architectural Control Committee, the Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content of substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract of conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. (Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail or when delivered in person.)

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if any amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or

judicial termination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendments necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, this Declaration may be amended at any time and from time to time by the Developer, or by the Association after the Developer has sold all Lots, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provision of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

A property owners Association (Grand Manor or the Association) will be formed as lots are being sold within Grand Manor subdivision. This shall be a non-profit association of the persons living within said subdivision, who shall establish annual maintenance fees (beginning at \$75.00 per year per lot) to be used by the Association to maintain the entrance, common areas of the subdivisions, rights of way, and to landscape or otherwise prune shrubbery, plants or other foliage within the subdivision to maintain the aesthetic beauty of Grand Manor. All owners of any lots are authoritative members of the Association and shall be subject to payments of dues or other assessments established by the Association, except that Declarant shall maintain control of the Association in its initial stages, and shall not be subject to annual maintenance fees. Ryland Homes or any other designated builder shall also be exempt from the annual maintenance fee. Declarant will be responsible for any shortfall or deficit in the operating budget of the Association until at least fifty percent (50%) of the lots within Grand Manor have been sold. Said Association shall have the right to place a lien on any lot for the non-payment of dues. Lot owners shall automatically become dues-paying members of the Association.

IN WITNESS WHEREOF, Byron M. Fowler, President, Grand Manor Development, Inc. has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Randy Burt 11/92
Witness Date

Byron M. Fowler, Pres.
Byron M. Fowler, Pres.,
Grand Manor Development, Inc.

Linda K. Denton
Notary-Public
Notary Public, Cobb County, Georgia
My Commission Expires June 21, 1994

BY-LAWS

OF THE

GRAND MANOR HOWEOWNER'S ASSOCIATION

DATED: APRIL 1, 1995

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BY-LAWS

OF THE

GRAND MANOR HOWEOWNER'S ASSOCIATION

DATED: APRIL 1, 1995

ARTICLE I - ORGANIZATION AND OBJECT

Section 1 - Name:

1. The name of the non-profit corporation shall be "Grand Manor Homeowners Association" and for designation purposes is referred to in these by-laws as the 'Association'.

Section 2 - Fiscal Year:

1. The fiscal year of the Association shall be from 1 January through the last day of December of the same year.

Section 3 - Offices:

1. The principal office of the Association shall be in Cobb County Georgia.

Section 4 - Purpose:

1. The Association shall have as its purpose the promotion and protection of the privileges and interests of its members who are residents of the Grand Manor Subdivision and the community of which they are a part. It is expressly provided that it is not the purpose of the Association to realize a profit on its operations or to establish any restrictions or regulations concerning the private property of its members. The Association shall uphold the restrictions of the Subdivision as listed in the protective covenants under Article IV.
2. For the benefit of the members, the Association shall be committed to political independence. The Association's officers and directors shall not bind the Association to any agreement that expresses or implies support for (1) any candidate for public office, or (2) any proposed legislation whether such legislation be city, county, state, or national.

Section 5 - Control:

1. The control of the Association shall lie exclusively with the members, and through them, shall be vested in the Board of Directors of the Association. The Association shall not be controlled by or under common control of any other corporation, association or other organization.

ARTICLE II - BOARD OF DIRECTORS

Section 1 - Organization:

1. The entire management of the Association, its' affairs, properties, and assets are vested in a Board of Directors, consisting of five (5) active members of the Association elected as provided in Article V of these By-Laws, subject to the mandates of the voting members at their

Annual Meeting, or at any special meeting called for the purpose of acting upon the affairs of the Association.

2. The members of the Board shall be the Officers of the Association and the Chairperson of the Standing Committee for Architectural Control.
3. For designation purposes, the Board of Directors will hereinafter be referred to as the "Board".

Section 2 - Powers:

1. All decisions of the Board shall be by a majority vote of the Directors.
2. In addition to any and all powers conferred upon the Board by law, and by these By-Laws, without in any manner of degree abrogating, limiting or modifying any such powers, grant to the Board the following authority:
 - a. To determine whether an applicant meets the membership criteria established in Article V of the Covenants and Article VII of these By-Laws.
 - b. To authorize the President to appoint those Special Committees as in his/her judgement are necessary for the proper management of the Association, to define and delegate the duties and powers of both Special Committees and Standing Committees, and through the Treasurer, to establish a budget for each Standing Committee. Standing Committee budgets shall be recommended by the Board to the general membership at an annual budget review.
 - c. To recommend annual dues to the membership for their approval at a general membership meeting.
 - d. To make or authorize the purchase of services, materials or supplies and to contract for whatever may be reasonably required in the operation and maintenance of the Association, and to make such alterations and improvements in the property of the Association facilities or modify or discontinue and Association facilities, where such action in their discretion is necessary or expedient. The Board is specifically empowered to purchase the necessary fire and liability, and Directors and Officers insurance to protect the Association and it's assets.
 - e. To appoint delegates to various associations.
 - f. To remove a Director from the Board for cause. The absence of a Director from three (3) consecutive meetings without just cause shall automatically remove that Director from the Board.
 - g. To choose a successor who shall hold office for the unexpired term in the event of a vacancy in the office of the Vice-President, Secretary, Treasurer or another member of the Board.
 - h. To direct the President to call special meetings of the Association in accordance with Article VI, Section 2, of these By-Laws.
 - i. To appoint a committee of three (3) active members, outside the Board to annually audit the books of the Association.
 - j. To elect a presiding officer in the event that both the President and Vice-President offices are vacant.
 - k. To approve the employment of such professional or other assistance as it may deem necessary in the proper promotion, improvement and management of the Association where such service is not

directly chargeable to a specific standing committee, and to maintain uniformity of action of various committees all matters.

1. To annually approve a budget for the maintenance and operation of the Association. To exercise the power of controller in making adjustments or transfer of funds from one budget category or item to another, as the need shall arise, upon the recommendation of the Treasurer and upon two-thirds affirmative vote of the Board of Directors present and voting.

Section 3 - Indemnification:

1. The Association shall indemnify and hold harmless each of its' Directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, Board, officers, or committee members unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative or other; in which any such Director, officer, Board, or committee member may be involved by virtue of such persons being or having been such Director, officer, Board, or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or fraud in the performance of his/her duties as such Director, officer, Board, or committee member, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director, officer, Board, or committee member.
2. To the extent that the Board, a Director, officer of the Association or member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.
3. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the specific case, upon receipt of an undertaking by or on the behalf of the Director, officer, board, or committee member to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Association as authorized in this Article.
4. The indemnification provided by this Section 3 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested Directors or otherwise, both as to the action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a Director, an officer of the Association, or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person of entity.

ARTICLE III - OFFICERS

Section 1 - Titles:

1. The officers of the Association shall be a President, a Vice President a Secretary, and a Treasurer, elected as provided in Article VI of these By-Laws.
2. One person may not hold two elective offices. No two members of the same residence shall serve on the Board concurrently.

Section 2 - Duties of the President:

1. The President shall perform any and all legal duties under the Article s of these By-Laws and incident to the office of the President.
2. He/She shall preside at all meetings of the Association and the Board.
3. He/She shall call special meetings of the members of the Association as provided in Article VI of these By-Laws, Section 2.
4. He/She shall enforce all rules and regulations of the Association.
5. He/She shall, subject to the approval of the Board, have the right, to appoint all Special Committee Chairmen, employ all officers and employees not otherwise herein provided for.
6. Subject to the approval of the Board, he/she shall establish Special Committees, select the Chairmen of each Committee, and fill any vacancies in such committees by appointment. He/She shall be an ex officio member of all such committees.
7. He/She shall make annual reports to the Directors and members of the Association.
8. With the Secretary, he/she shall sign all certificates, written contracts, obligations and instruments of the Association and shall have charge of the general supervision and control of the Association and its' management.
9. He/She shall perform all other duties as properly may be required of him/her by the Board.
10. The President, upon expiration of his term of office, shall act in the capacity of advisor to the Board as requested by the Board.

Section 3 - Duties of the Vice President:

1. In the absence of the President, the Vice-President shall perform all of his/her duties; and if the office of the President shall become vacant, the Vice-President shall hold the office of President until the next election.
2. The Vice-President shall coordinate the work of the standing and special committees, as directed by the President.
3. He/She shall perform all other duties that the Bord shall assign to him/her.

Section 4 - Duties of the Secretary:

1. The Secretary shall perform any and all legal duties incident to the office of Secretary.
2. He/She shall conduct or cause to be conducted all official correspondence of the Association and shall see that such correspondence is properly preserved and filed until otherwise disposed of by the Board.
3. He/She shall issue or cause to be issued all notices of all meetings of members or directors, and shall keep the minutes and records thereof.
4. He/She shall, in conjunction with the Treasurer, keep or cause to be kept, a record book in which shall be entered an accurate record of all resignations of members or officers together with accurate listings of all member's names, home addresses and telephone numbers, as well as the date when each was elected to membership. He/She shall maintain the membership record book and shall record all transactions involving memberships.
5. He/She shall be responsible for distributing all Association notices.
6. He/She shall perform all other duties that the Board shall assign.

Section 5 - Duties of the Treasurer:

1. The Treasurer shall perform any and all legal duties incident to the office of Treasurer.
2. He/She shall sign or countersign all such instruments as may require his/her signature as an association officer.
3. He/She shall be the custodian of all Association funds. He/She shall collect all fees and dues from members, shall by letter or otherwise, regularly advise delinquents of their unpaid indebtedness. He/She shall deposit all funds in a depository designated by the Board.
4. He/She shall disburse the Association funds, as authorized by the Board. He/She shall keep or cause to be kept proper vouchers of all sums disbursed and complete and regular accounts in accordance with a system satisfactory to the Board,
5. He/She shall submit monthly to the Board, complete information as to the financial conditions of the Association.
6. He/She shall perform all other duties as may properly be assigned by the Board.
7. He/She shall make the financial records of the Association available for review to any active member within ten (10) days after having received a written request from that member.

Section 6 - Compensation:

1. No salary or other compensation shall be paid any officer of the Association, Board member, or committee member for services performed as such and officer or member.

ARTICLE IV - COMMITTEES

Section 1 - Formation and General Rules:

1. Standing Committees and Special Committees shall be established by the President, subject to approval of the Board, except where otherwise provided, in accordance with Article III, Section 2, Paragraph 6, of these By-Laws. Standing Committee Chairman shall be elected annually by the membership and Special Committee Chairman shall be appointed by the President, subject to approval of the Board.
2. Vacancies in the chairmanship of both Standing Committees and Special Committees shall be filled by appointment by the President, subject to the approval of the Board.
3. Each Committee shall be composed of as many active members, Directors or both, as the President may determine. Committee appointments are for one year or less at the discretion of the President.
4. The Board shall as necessary provide each member with a set of rules for members and guests with respect to the specific activity for which each such committee may have responsibility, and with respect to the committee's own function.
5. No committee shall have the right to obligate the Association in any way or in any sum in excess of the specific budgeted amount established for its' use for the current year by the Board.
6. All committees shall report on their activities to the Board whenever required and are at all times under the direct supervision and control of the President, having only such authority as is specifically defined herein and as may be delegated to them by the President, subject to approval by the Board.

ARTICLE V - ELECTIONS

Section 1 - Directors and Officers:

1. Nominations for Board Members will be accepted from the floor at the annual meeting.
2. The Officers and Directors of the Association shall be elected annually.

ARTICLE VI - MEETINGS

Section 1 - Annual Association Meeting:

1. The annual meeting of the Association shall be held during the month of November of each year, at such time and place as the Board shall designate, for the elections of Officers and Directors, and for the transaction of other business which properly may be brought before the meeting for action. Active members shall be notified at least ten (10) days before the date of the meeting.

Section 2 - Special Association Meetings:

1. Special meetings of the Association shall be called by the President, acting on behalf of the Board or upon written notification of 25% of the active members, not in arrears, filed with the Secretary. Special meetings shall be held at such time and place as determined by the Board. No business other than that specified may be transacted. The nature of the business to be transacted and the date of the meeting shall be specified when the members are notified of the special meeting.

Section 3 - Regular Board Meetings:

1. Regular meetings of the Board shall be held at least bi-monthly at such date, time and place as designated by the President. A future scheduled Board meeting may be suspended by 2/3 vote of the Board members present and voting.

Section 4 - Special Board Meetings:

1. Special meetings of the Board shall be held on call of the President, acting on his own initiative or upon written application of three (3) members of the Board, such meetings to be held at such time and place as the President shall designate. Notice of special meetings of the Board shall be given to all directors.

Section 5 - Quorum of Association Meetings:

1. A Quorum of any Association meeting shall consist of attending active members. Each member may vote by being present or by proxy. At all meetings of the Association, each active member household of record shall be entitled to one (1) vote.

Section 6 - Quorum of Board Meetings:

1. A Quorum at any meeting of the Board shall consist of a majority of the Board.

Section 7 - Conduct of the Meetings:

1. The order of business at the annual meeting of the homeowners or at any special meetings as far as practicable shall be:
 1. Certifying the proxies
 2. Proof of notice of meeting
 3. Reading and disposal of any approved minutes
 4. Receiving reports of officers
 5. Receiving reports of committees
 6. Election of Officers and Directors, if necessary
 7. Old business
 8. New Business
 9. Adjournment

Section 8 - Parliamentary Rules:

1. In the conduct of all meetings, either membership or Board, Roberts Rules of Order shall govern except where inconsistent with these By-Laws.

ARTICLE VII - MEMBERSHIP

Section 1 - Membership:

1. Per Article V of the Covenants: 'Lot owners shall automatically become dues-paying members of the Association'.

Section 2 - Active Members:

1. Active members shall be restricted to resident homeowners of single family dwellings of the subdivision designated as Grand Manor, Cobb County, Georgia. Active members shall be entitled to all privileges of the Association except as otherwise provided by the Board. Active members shall pay the annual dues and shall be entitled to vote on community subjects and/or hold Association office.

Section 3 - Delinquency:

1. The Treasurer shall provide notice to members of the annual dues each year and shall give such notice as is deemed necessary by the Board of any special assessments imposed by the Association on its members. Upon receiving notice of dues or assessments due, each member shall be required to pay to the Treasurer the dues or special assessments within thirty (30) days of the date of such notice.
2. Should any member remain in arrears for a period in excess of thirty (30) days he shall, without action of the Association or Board be automatically be suspended and denied any and all privileges of the association. Such suspension of a member shall remain in effect until said member is reinstated by the Board following payment of all dues and assessments in arrears, PLUS a 25% penalty fee for late payment.

ARTICLE VIII - ASSOCIATION RULES

Section 1 - Formulation:

1. All Association Rules governing facilities, members, guests, officers, committees and employees shall be formulated by the Board in cooperation with the various standing and special committees.

Section 2 - Publication:

2. Copies of all Rules shall be posted in appropriate places and the Secretary shall distribute such copies together with copies of these By-Laws and any and all future amendments to all members of the Association.

Section 3 - Enforcement and Penalties:

1. Each committee shall retain primary responsibility for the enforcement of such Association Rules and By-Laws related to its' particular function, and with the Board's approval shall prescribe such penalties for infractions as it deems just and proper.

Section 4 - Appeal:

1. Any member shall have the right to appeal to the Board from the decision of any committee with respect to its' interpretation and enforcement of any Rules or By-Laws, and the Board's decision in all such matters shall be final.

ARTICLE IX - ASSOCIATION FUNDING

Section 1 - Source of Income:

1. The Association shall be financially supported by annual dues. The Treasurer shall be the custodian for all Association funds.
2. Dues shall be payable on a date as determined by the board.
3. No dues or special assessments shall be refunded unless specifically approved by the Board.

Section 2 - Special Assessments:

1. Special assessments may be determined and levied on the Association members by the Board, subject to an affirmative vote of 2/3 of the members, when insufficient funds exist for the continued operation of the Association.

Section 3 - Deposits:

1. The funds of the Association shall be deposited only in national banks, state banks, trust companies or savings and loans operating in accordance with the laws of the State of Georgia; and then only in an institution where deposits are insured by the FDIC or FSLIC.

ARTICLE X - COMPLAINTS

Section 1 - Registering Complaints:

1. Any complaint made by a member regarding, (a) the conduct of another member, subdivision resident, or any guest; or the conduct or performance of any officer, Director, committee member, or employee of the Association or (b) any phase of the operation of any Association facility, shall be submitted in writing by such complaining member to the Secretary who shall transmit it to the Board for final decision and disposition.

ARTICLE XI - BY-LAW AMENDMENTS AND INTERPRETATION

Section 1 - Procedure for Amending:

1. The By-Laws may be amended by an affirmative two-thirds vote cast at an Association meeting. A copy of each proposed amendment shall be distributed to each member ten (10) days prior to the Association meeting. These restrictions shall not apply to the amending of a proposed amendment when being acted upon by the Association at a meeting.
2. The Board shall decide all questions of interpretation of the By-Laws.

