BY-LAWS OF
NELSON HILL HOMEOWNERS' ASSOCIATION, INC.
A Nonprofit Corporation (the "Association")

These By-Laws are the By-Laws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on January 22, 2013. (The "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration re Nelson Hill Subdivision recorded at Deed Book 4456 Page 93, and all amendments thereto, Lowndes County, Georgia, public records, and all capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean Nelson Hill Subdivision, Lowndes County, Georgia. Any person owning a lot in Nelson Hill Subdivision shall be a member of the Association.

Article I
Offices, Name & Location

Section 1. The name of the corporation is NELSON HILL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the “Association”.

Section 2. The registered office of the Association shall be located at Post Office Box 145, Hahira, GA, 31632, but meetings of members and directors may be held at such places within the State of Georgia, County of Lowndes, as may be designated by the Board of Directors.

Article II
Definitions

Section 1. “Association” shall mean and refer to NELSON HILL HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “Properties” shall mean and refer to those certain real properties described in the Restrictive Covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property controlled or owned by the Association for the common use and enjoyment of the Owners.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Article III
Purpose and Power Of The Association

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance, preservation, and establish rules of the common area property described as Nelson Hill Subdivision recorded at Deed Book 4456 Page 93.

The association is formed for the further purposes of the promotion of the health, safety, and welfare of the residents to the hereinabove described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Restrictive Covenants hereinafter called the "Covenants", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, and as the same may be amended from time to time as therein provided, said Covenants being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Covenants; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business or the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal properly as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rd) of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Georgia by law may now or hereafter have or exercise.

Article IV
Meeting of Members

Section 1. *Annual Meetings.* Annual meetings of members shall be held every year whereas date, time, and place shall be decided by the Board of Directors. At each such meeting, directors shall be elected as described and they, by majority vote, shall transact such other business as may be properly brought before the meeting.

Section 2. *Business of Meetings.* At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of the Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 3. *Special Meetings.* Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of 1/4 of the Members.

Section 4. *Notice of Meetings.* Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing of such notice, postage prepaid, not less than 21 days nor more than sixty (60) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the cast of a special meeting, the purpose of the meeting.

Section 5. *Quorum.* The holders of more than ten percent (10%) of the interests entitled to vote, present in person or by proxy. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 6. *Proxies.* At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 7. *Voting.*

a. Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

b. Each lot owner shall be entitled to one vote on each matter submitted to a vote at a meeting of members. If multiple owners of the same lot are present at a meeting, the vote pertaining to that lot shall be cast only with their unanimous agreement. If only one owner of a lot that has multiple owners is present at a meeting, the present owner shall be entitled to cast the vote pertaining to that lot. A member may vote either in person or by a proxy executed in writing by the member or by his duly authorized attorney-in-fact. Any proxies must be in writing, signed by the lot owner (or owners as provided below) and submitted to the President prior to the meeting. If any lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy,

a mere lessee of any Lot shall have no right to vote. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of lots owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote.

Section 8. *Action by Consent.* Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

Article V
Selection and Terms of the Directors

Section 1. *Number*. The affairs of the Association shall be managed by a Board of, at minimum three (3), but no more than seven (7) directors.

Section 2. *Term of Office.* At the first annual and each subsequent meeting the members shall elect, at minimum three (3), but no more than seven (7) directors for a term of one year.

Section 3. *Director Eligibility Requirements*. Directors must be over the age of eighteen and be the following:

- **(a)** full time residents of the subdivision;
- **(b)** have cell phone and internet connectivity;
- **(c)** be available by text, email, or phone call;
- **(d)** and registered on the Nelson Hill HOA management portal.

Section 4. *Removal.* Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association or majority of the Directors through a vote and delivery of a statement signed by the members representing a majority of the votes of the association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor even though the remaining directors may constitute less than a quorum of the Board of Directors.

Section 5. *Compensation.* No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. *Action Taken Without A Meeting.* The directors shall have the right to take any action in the absences of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 7. As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnity and hold harmless, the Developer and each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the Developer or such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

Article VI
Nomination and Election of the Directors

Section 1. *Nomination.* Nomination for election to the Board of Directors shall be delivered in writing and delivered either personally, by email in accordance with Chapter 12 of Title 10 of the Georgia Code (the "Uniform Electronic Transaction Action"), or mailed to the Association before the annual meeting. Nominations may also be made from the floor at the annual meeting.

Section 2. *Election.* Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Articles VII
Powers And Duties of the Board of Directors

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

- **(a)** Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- **(b)** Suspend the voting rights and rights to use of the facilities of a member (but not ingress and egress to said member's lot) during any period in which such member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing of a period not to exceed 60 days for infraction of published rules and regulations;
- **(c)** Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Covenants.
- **(d)** Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- **(e)** The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the members.

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

- **(a)** Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members;
- **(b)** Supervise all officers, agents, and employees (if applicable) of this Association, and see that their duties are properly performed;
- **(c)** As more fully provided in the Covenants, to:
    a. Fix the amount of the annual assessment against each Lot at least (30) days in advance for each annual assessment period;

b. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
c. File a lien against any property for which assessments are not paid within thirty (90) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability insurance on property owned by the Association;

(f) Cause all officers having fiscal responsibilities to be bonded as it may dem appropriate;

(g) Cause any Common Area to be maintained

Article VIII
Meeting of Directors

Section 1. *Location of Meetings.* Meetings of the Board of Directors, regular or special, may be held either within or outside the State of Georgia.

Section 2. *Regular Meetings.* Regular meetings of the Board of Directors shall be held once every two months without notice, at such place and hour as may be fixed from time to time by resolution to the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. *Special Meetings.* Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 4. *Quorum.* A majority of the number of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 5. *Notice of Meetings.* Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors' need be specified in the notice or waiver of notice of such meeting.

Article IX
Officers And Their Duties

Section 1. *Enumeration of Officers.* The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors, a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. *Term.* The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. *Multiple Offices.* The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. *Duties.* The duties of the officers are as follows:

President

(a) The president shall be the chief executive officer of the Association, shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Vice President

(b) The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Secretary

(c) The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the

duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Treasurer

(d) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, 5 papers, vouchers, money and other property of whatever kind in his possession or under this control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Article X
Committees

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

Article XI
General Provisions

Section 1. *Fiscal Year.* The fiscal year of the Association shall be January 1 – December 31.

Section 2. *Checks.* All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 3. *Books and Records.* The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committees of directors. The Association shall maintain and make available to owners, upon written request, a list of the names and business or home addresses of the Association's current directors and officers.

Section 4. *Online Association Management Platform.* The Association is authorized to utilize an online management platform or portal ("Platform") for purposes including, but not limited to, maintaining Association records, owner information, financial accounts, payment processing, service requests, notices, and general communications. Each Owner shall be required to register with the Platform and maintain current contact information, including a valid email address, for accurate record keeping and effective

communication with the Association. Use of the Platform shall constitute an official method of communication between the Association and the Owner, to the extent permitted by Georgia law and these By-Laws. The Association shall make reasonable accommodations for Owners who demonstrate an inability to access or use the Platform, which may include alternative methods of communication or record access as determined by the Board of Directors. Failure to register with or maintain accurate information on the Platform shall not relieve an Owner of any obligations under the Governing Documents, including payment of assessments.

Section 5. Leasing Disclosure Requirement. Any Owner who leases or rents their Lot or Dwelling, in whole or in part, shall provide written notice to the Association prior to or within ten (10) days of the commencement of any lease or rental arrangement.

Such notice shall include, at a minimum:

1. The name(s) of the management company, if applicable
2. The lease start date and expiration date;
3. A lease certification confirming compliance with the Association's governing documents.

Owners shall be responsible for ensuring that all tenants comply with the Declaration, By-Laws, and Rules and Regulations of the Association. Failure to comply with this Section shall constitute a violation of the By-Laws and may result in enforcement action, including fines or other remedies as permitted by the Association's governing documents and applicable Georgia law.

Article XII
Corporate Seal

The Association shall have a corporate seal which shall have inscribed thereon the name of the association, the year of its organization and the words "Corporate Seal-Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Article XIII
Amendments

Section 1. These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by seventy-five percent (75%) of the board of directors or the members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

Article XIV
Assessments

Section 1. *Assessments.* As more fully provided in the Covenants, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property

against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not timely paid, the Association may assess late fees and interest. It may also bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her lot, unless he or she requests to be made exempt from assessments, and relinquishes voting rights in the Association, until a certificate of occupancy is issued by the governing authority for a dwelling on such lot.

Section 2. *Estoppel/ Letters.* As more fully provided in the Covenants, each member, lender, or person or entity having executed a contract for the purchase of a lot, may request in writing a statement from the Association or its management agent which states the amount of unpaid assessments on the lot, including any late charges, interest, fines, or other charges. The statement must be delivered to the registered office 6 of the Association. The Association shall respond in writing within five (5) days of receipt of the request, or such longer period as may be allowed by law. The Association may require payment of a reasonable fee, not to exceed $10.00 or such higher amount as may be authorized by law, before issuing the response. The Association's response shall be binding upon every lot owner and the Association.

Article XV
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization devoted to such similar purposes.