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Page: 296

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS AND  
EASEMENTS FOR STONEHAVEN AT SUGARLOAF**  
(The Enclave at Stonehaven at Sugarloaf Neighborhood)

THIS SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR STONEHAVEN AT SUGARLOAF ("Supplementary Declaration") is made as of April \_\_\_\_ 2016 by **PULTE HOME CORPORATION**, a Michigan corporation (hereinafter referred to as "Declarant").

RECITALS

A. John Wieland Homes and Neighborhoods, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Protective Covenants and Easements for Stonehaven at Sugarloaf, which was recorded on December 12, 2006 at Deed Book 47357, Page 296, *et seq.*, of the Gwinnett County, Georgia records (hereinafter, as supplemented and/or amended from time to time, referred to as the "Declaration").

B. John Wieland Homes and Neighborhoods, Inc. assigned all of the rights, title, interests, powers and authority as the Declarant arising under the Declaration to JW Homes, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Declarant's Rights, recorded on November 19, 2012 at Deed Book 51806, Page 427, *et seq.*, aforesaid records.

C. JW Homes, LLC assigned all of the rights, title, interests, powers and authority as the Declarant arising under the Declaration to Pulte Home Corporation, a Michigan corporation (the "Declarant"), pursuant to that certain Assignment of Declarant's Rights, recorded on January 22, 2016 at Deed Book 54061, Page 459, *et seq.*, aforesaid records.

D. Article IX, Section 1(a) of the Declaration provides that Declarant as the owner thereof or, if not the owner, with the consent of the owner thereof, has the unilateral right, privilege and option from time to time at any time until 15 years after the recording of the Declaration to subject portions of the real property described on Exhibit "C" to the Declaration to the provisions of the Declaration and the jurisdiction of the Stonehaven at Sugarloaf Neighborhood Association, Inc. by filing for record a Supplementary Declaration.

D. Article II, Section 3 of the Declaration provides that Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplementary Declaration to additional

covenants, restrictions and easements and/or modify the applicability of the covenants, restrictions and easements.

E. Article IX, Section 4 of the Declaration reserves for the benefit of Declarant the unilateral right, but not necessarily the obligation, to create additional Neighborhoods on all or any portion of the property described in Exhibit "C" to the Declaration, which Neighborhoods may be organized as one or more associations, and to subject said property and Neighborhoods to the terms of the Declaration.

F. Declarant is the owner of the real property described in Exhibit "1" attached hereto (the "Enclave Property") and desires to: (a) subject the Enclave Property to the provisions of the Declaration and the jurisdiction of the Association; (b) create a new Neighborhood consisting of the Enclave Property; (c) subject the Enclave Property to jurisdiction of the Enclave at Stonehaven at Sugarloaf Neighborhood Association, Inc. (the "Enclave Association"); and (d) submit the Enclave Property to the additional covenants set forth in Exhibit "2" attached hereto and by this reference incorporated herein.

#### TERMS

**NOW THEREFORE**, Declarant hereby declares as follows:

1. Additional Property Subject to Declaration. In accordance with Article IX, Section 1(a) of the Declaration, Declarant hereby subjects all of the Enclave Property to the provisions of (i) the Declaration, and (ii) this Supplementary Declaration. The Enclave Property shall be sold, transferred, used, conveyed, occupied and encumbered pursuant to the provisions of (i) the Declaration, and (ii) this Supplementary Declaration, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

2. Designation of Enclave Neighborhood with Additional Covenants and Obligations. Pursuant to Article II, Section 2 of the Declaration, the Enclave Property is hereby designated as The Enclave at Stonehaven at Sugarloaf Neighborhood ("Enclave Neighborhood"). In addition to the covenants and obligations arising under the Declaration, the Enclave Neighborhood is hereby made subject to the additional covenants and obligations set forth on Exhibit "2" attached hereto and by this reference incorporated herein (the "Enclave Covenants"). The Enclave Covenants shall be binding on all Owners and Occupants of Units located within the Enclave Neighborhood (the "Enclave Units") and on their guests and invitees.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Supplementary Declaration, under seal the day and year written above.

DECLARANT:

**PULTE HOME CORPORATION,**  
a Michigan corporation

By: Jason Garrett (SEAL)

Name: [Signature]

Title: Vice President

Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

Terese W. Giles  
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



EXHIBIT "1"  
Property Description  
(Enclave Property)

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lot 114, 7<sup>th</sup> District, Gwinnett County, Georgia, being more particularly described as follows:

**BEGINNING** at the intersection of northeastern right of way of Sugarloaf Parkway and easterly right of way of North Brown Road; thence northeasterly along right of way of North Brown Road, a distance of 494.83 feet to a point, that is the **POINT OF BEGINNING**; thence continuing along said right of way North 13°47'22" East, a distance of 163.77 feet to a point; thence running 48.22 feet along a curve to the left, said curve having a chord of North 11°01'37" East 48.20 feet and a radius of 500.00 feet to a point; thence North 08°16'23" East, a distance of 953.83 feet to a point; thence leaving said right of way North 59°51'42" East, a distance of 252.78 feet to a point; thence South 30°08'18" East, a distance of 555.00 feet to a point; thence South 59°51'42" West, a distance of 98.02 feet to a point; thence South 30°08'18" East, a distance of 515.08 feet to a point; thence South 60°18'33" West, a distance of 893.05 feet to a point; thence North 30°01'48" West, a distance of 161.48 feet to a point being the **POINT OF BEGINNING**. Said tract contains 15.268 Acres.

Meaning and intending to be the same property as shown on that certain Final Plat for The Enclave at Stonehaven (fka Stonehaven @ Sugarloaf III) recorded on February 23, 2016 in Plat Book 135, Page 180.



EXHIBIT "2"  
Additional Covenants and Obligations  
 (Enclave Neighborhood)

1. Definitions. Unless otherwise defined herein, the words used in this Supplementary Declaration (including this Exhibit) shall have the meaning given to those terms in the Declaration. The following words, when used in this Supplementary Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:
  - (a) "Enclave Association" shall mean and refer to The Enclave at Stonehaven at Sugarloaf Neighborhood Association, Inc., a nonprofit Georgia corporation, and its successors and assigns.
  - (b) "Enclave Board of Directors" or "Enclave Board" of the Enclave Association shall be the appointed or elected body or Board of Directors, as applicable, having its normal meaning under Georgia corporate law.
  - (c) "Enclave Bylaws" shall refer to the Bylaws of The Enclave of Stonehaven at Sugarloaf Neighborhood Association, Inc., attached to this Supplementary Declaration as Exhibit "3" and incorporated by reference herein, as the same may be amended from time to time.
  - (d) "Enclave Neighborhood" shall mean and refer to The Enclave at Stonehaven at Sugarloaf Neighborhood.
  - (e) "Enclave Unit" means any Unit within the Enclave Neighborhood.
2. Formation of the Enclave Association
  - (a) Membership in the Enclave Association. Every Person who is the record owner of a fee or undivided fee interest in any Enclave Unit shall be deemed to have a membership in the Enclave Association (in addition to having a membership in the Association). The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership in the Enclave Association per Enclave Unit. In the event of multiple Owners of an Enclave Unit, votes and rights of use and enjoyment shall be as provided in this Supplementary Declaration and in the Enclave Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Enclave Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast for each Enclave Unit owned.
  - (b) Voting. Members shall be entitled to one vote for each Enclave Unit owned. When more than one Person holds an ownership interest in any Enclave Unit, the vote for such Enclave Unit shall be exercised as those Owners themselves determine and advise the Secretary of the Enclave Association prior to any meeting. In the absence of such advice, the Enclave Unit's vote shall be suspended if more than one Person seeks to exercise it.

3. The Enclave at Stonehaven Neighborhood Maintenance Obligations.

(a) Enclave Association's Responsibility.

- (1) The Enclave Association shall maintain and keep in good repair lawn and landscaping improvements located on Enclave Units as more particularly set forth herein. Such service and maintenance shall include, without limitation, the following: (i) lawn care including, without limitation, lawn mowing on a regular basis, tree and shrub pruning and weed eating; and (ii) fertilizer and weed control treatments. The Enclave Board, in its discretion, will determine the schedule for the maintenance performed by the Enclave Association pursuant to this Section. Further, the Enclave Board may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Enclave Association. The Enclave Board may authorize the officers of the Enclave Association or a property management company to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Enclave Association.
- (2) The Enclave Board may promulgate rules setting forth the obligations of Owners regarding the watering of lawns and landscape areas, it being understood that watering is not an obligation of the Enclave Association. Further, the Enclave Board may promulgate rules setting forth the rights, if any) of Owners of Enclave Units with respect to adding or modifying landscaping improvements, including, for example, rules allowing seasonal flowering plants in certain areas of the Enclave Neighborhood at the expense of the Owner. The Enclave Association, at the discretion of the Enclave Board, may maintain approved landscaping improvements installed by the Owner that are approved pursuant to such rules or are otherwise approved by the Enclave Board.
- (3) The Association and the Enclave Association assume no liability and provide no warranty on any landscaping improvements whether installed by an Owner, the Association, the Enclave Association, or by the Declarant. Damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Enclave Board, be replaced or removed from the Enclave Neighborhood. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner of an Enclave Unit in the Enclave Neighborhood, may be assessed by the Enclave Association against the Owner and the Enclave Unit as a specific assessment as authorized under Article IV, Section 9 of the Declaration.
- (4) If a fence is erected or installed on an Enclave Unit by Declarant or an Owner pursuant to the provision of Article VI, Section 9 of the Declaration, the Enclave Association shall continue to maintain the area enclosed by said fence. However, the Owner must allow access through an unlocked gate and must ensure that no pet is present in the fenced area during periods of landscape maintenance. If the Owner of the Enclave Unit fails or refuses to give access to the area enclosed by the fence, the gate is locked or a pet is present at the time that maintenance is scheduled to be performed to such enclosed area by the Enclave Association or its agents, that Owner shall not be entitled to a reduction in the liability for assessments due under Section 2 of this Supplementary Declaration. Such Owner shall be obligated to maintain the inaccessible area in a manner consistent with the Community-Wide Standard.



- (b) Owner Maintenance Obligations. Any maintenance which is not provided to an Enclave Unit by the Enclave Association as set forth above, by the Association as set forth in Article V, Section 1 of the Declaration or as may be set forth in rules and regulations adopted by the Enclave Board, shall be the responsibility of the Enclave Unit Owner. If an Owner fails to maintain his or her Enclave Unit in a manner which is consistent with the Community-Wide Standard, the Enclave Association and/or the Association may utilize those remedies set forth in Article V, Section 3 of the Declaration.
4. Enclave Neighborhood Assessments.
- (a) Purpose of Assessments. The assessments provided for in this Supplementary Declaration shall be used for the general purpose of promoting the recreation, health, welfare, common benefit and enjoyment of the Owners and Occupants of Enclave Units in the Enclave Neighborhood, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Enclave Board. The assessments provided for in this Supplementary Declaration shall be in addition to, not in lieu of, the assessments levied by the Association pursuant to Article IV of the Declaration.
- (b) Creation of the Lien and Personal Obligation for Assessments. Each Owner of an Enclave Unit covenants and agrees to pay annual and special assessments to the Enclave Association as provided herein. The provisions of Article IV, Section 2 of the Declaration shall apply to assessments levied pursuant to this Supplementary Declaration.
- (c) Budget and Annual Assessments. It shall be the duty of the Enclave Board to create a budget to cover the estimated costs of operating the Enclave Neighborhood during the coming year. The budget process shall be the same as the process followed by the Board of the Association under the Declaration.
- (d) Special Assessments. In addition to the other assessments authorized herein, the Enclave Association may levy special assessments against Owners of Enclave Units in the same manner as special assessments levied under Article IV, Section 4 of the Declaration.
- (e) Lien for Assessments. All sums assessed against any Enclave Unit by the Enclave Association pursuant to this Supplementary Declaration shall be secured by a lien in favor of the Enclave Association as set forth in Article IV, Section 6 of the Declaration.
- (f) Effect of Nonpayment of Assessments: Remedies of the Association. The effect of nonpayment of any assessment levied in accordance with the provisions herein, and the remedies available to the Enclave Association for the collection of such delinquent assessments, shall be the same as those set forth in Article IV, Section 7 of the Declaration.
- (g) Date of Commencement of Assessments. The assessments provided for herein shall commence as to an Enclave Unit on the same date that assessments commence under Article IV, Section 8 of the Declaration.
5. Amendment. Except for unilateral amendments by Declarant under Article XIII, Section 4 of the Declaration, this Supplementary Declaration may not be amended without (i) the affirmative vote or written consent of Owners of at least 2/3 of the Enclave Units; and (ii) the consent of the Board of Directors of the Stonehaven at Sugarloaf Neighborhood Association, Inc.; and (iii) the consent of the

Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property in the Community).

6. Authority of the Enclave Association. Except for those rights, powers and obligations expressly granted to the Enclave Association as provided in this Supplementary Declaration and in the Enclave Bylaws, the Association shall have all rights, powers and authority over the Owners and Enclave Units, including, but not limited to, the power to impose reasonable fines.



EXHIBIT "3"

Bylaws for The Enclave at Stonehaven at Sugarloaf Neighborhood Association, Inc.

**BYLAWS**

**OF**

**THE ENCLAVE AT STONEHAVEN AT SUGARLOAF  
NEIGHBORHOOD ASSOCIATION, INC.**

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**BYLAWS**  
**OF**  
**THE ENCLAVE AT STONEHAVEN AT SUGARLOAF**  
**NEIGHBORHOOD ASSOCIATION, INC.**

**Section 1**  
**Name, Membership and Definitions**

**1.1. Name.** The name of the Association shall be The Enclave at Stonehaven at Sugarloaf Neighborhood Association, Inc. (the "Enclave Association").

**1.2. Membership.** The Enclave Association shall have one class of membership, as is more fully set forth in the Additional Covenants and Obligations (Enclave Neighborhood) (the "Enclave Covenants"). The Enclave Covenants supplement and amend the Declaration of Protective Covenants and Easements for Stonehaven (the Declaration, as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

**1.3. Definitions.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**Section 2**  
**Association: Meetings, Quorum, Voting, Proxies**

**2.1. Place of Meetings.** Meetings of the Enclave Association shall be held at the principal office of the Enclave Association or at such other suitable place convenient to the members as may be designated by the Enclave Board of Directors, either in the Community or as convenient thereto as possible and practical.

**2.2. First Meeting and Annual Meetings.** An annual or special meeting shall be held within one year from the date the Supplementary Declaration is recorded. Annual meetings shall be set by the Enclave Board so as to occur no later than 60 days after the close of the Enclave Association's fiscal year or at such other date and time as the Enclave Board of Directors may decide in its sole discretion. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

**2.3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Enclave Association if so directed by resolution of a Majority of the Enclave Board of Directors or upon a petition signed by at least 25% of the Total Enclave Association Vote (the separate consent of Declarant shall not be required). The notice of any special meeting shall state the date, time and place of the meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

**2.4. Notice of Meetings.** It shall be the duty of the Secretary of the Enclave Association to mail or to cause to be delivered to the Owner of record of each Enclave Unit a notice of each annual or special meeting of the Enclave Association stating the time and place where it is to be held and, for a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than his or her Enclave Unit, he or she shall have designated by notice in writing to the Secretary of the Enclave Association the other address.



The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than 10 nor more than 30 days before the date of a meeting.

**2.5. Waiver of Notice.** Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after the meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by the member of notice of the time, date and place thereof, unless the member specifically objects to lack of proper notice at the time the meeting is called to order.

**2.6. Adjournment of Meetings.** If any meetings of the Enclave Association cannot be held because a quorum is not present, a Majority of the members who are present at the meeting, either in person or by proxy, may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**2.7. Voting.** The voting rights of the members shall be as set forth in the Enclave Covenants, and are specifically incorporated herein.

**2.8. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary of the Enclave Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Enclave Unit, or upon receipt of notice by the Secretary of the Enclave Association of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of 11 months from the date of the proxy.

**2.9. Quorum.** The presence, in person or by proxy, of 50% of the total eligible Enclave Association vote shall constitute a quorum at all meetings of the Enclave Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**2.10. Action by Written Consent.** Any action to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if one or more consents, in writing, setting forth the action so taken shall be signed by members holding the voting power required to pass the action at a meeting held on the date that the last consent is executed and the action is consented to by Declarant (if required). The action shall be effective upon receipt by the Enclave Association of a sufficient number of consents executed by current members unless a later effective date is specified therein. The action shall be approved when the Secretary receives a sufficient number of consents dated within 70 days of the record date for the action. If less than unanimous consent is obtained, the approval shall be effective 10 days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each consent in writing or by electronic transmission shall be included in the minutes of meetings of members filed in the permanent records of the Enclave Association. No consent in writing or by electronic transmission shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

**2.11. Action by Written Ballot.** Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Enclave Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall

set forth each proposed action and, except in the case of the election of directors, provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize the action and, except in the case of the election of directors, the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter (other than election of directors); and (c) specify the time by which a ballot must be received by the Enclave Association in order to be counted. A timely written ballot received by the Enclave Association may not be revoked without the consent of the Enclave Board of Directors. The results of each action by written ballot shall be certified by the Secretary of the Enclave Association and shall be included in the minutes of meetings of members filed in the permanent records of the Enclave Association.

### Section 3

#### **Enclave Board of Directors: Number, Powers, Meetings**

##### **A. Composition and Selection.**

**3.1. Governing Body; Composition.** The affairs of the Enclave Association shall be governed by the Enclave Board of Directors. Except as provided in Section 3.2, the directors must reside in the Enclave Neighborhood and shall be members or spouses of the members; provided, however, no Person and his or her spouse may serve on the Enclave Board at the same time.

**3.2. Directors Appointed by Declarant.** The Declarant shall have the right to appoint or remove any member or members of the Enclave Board of Directors or any officer or officers of the Enclave Association until such time as the first of the following events shall occur: (a) the date when Declarant no longer owns any property for development and/or sale in the Community and no longer has the right to unilaterally annex additional property to the Community; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Enclave Association. Each Owner, by acceptance of a deed to or other conveyance of an Enclave Unit, vests in Declarant the authority to appoint and remove directors and officers of the Enclave Association as provided herein. The directors appointed by the Declarant need not be Owners or residents in the Community.

**3.3. Number of Directors.** During the period in which the Declarant has the right to appoint and remove the officers and directors of the Enclave Association, the Enclave Board of Directors shall consist of 1 to 5 members, determined by the Declarant from time to time in writing in its sole discretion. After the right of the Declarant to appoint and remove the directors and officers of the Enclave Association expires as provided in Section 3.2 above, the Enclave Board of Directors shall consist of 3 members who shall be elected as provided below.

**3.4. Nomination of Directors.** Elected directors may be nominated from the floor and may also be nominated by a nominating or elections committee, if such a committee is established by the Enclave Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

**3.5. Election and Term of Office.** Owner-elected directors shall be elected and hold office as follows:



(a) After the Declarant's right to appoint directors and officers terminates, the Enclave Association shall call a special meeting to be held at which Enclave Unit Owners shall elect 3 directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Enclave Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, the initially elected directors shall serve the remainder of their terms.

(c) The term of one director shall be fixed at one year, the term of one director shall be fixed at two years, and the term of one director shall be fixed at three years. At the expiration of the initial term of office of each respective member of the Enclave Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Enclave Board of Directors shall hold office until their respective successors shall have been elected by the Enclave Association.

**3.6. Removal of Directors.** At any regular or special meeting of the Enclave Association duly called, any one or more of the members of the Enclave Board of Directors may be removed, with or without cause, by a Majority of the Total Enclave Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Enclave Unit Owners shall be given at least 10 days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has 3 consecutive unexcused absences from Enclave Board meetings or who is delinquent in the payment of an assessment for more than 20 days may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

**3.7. Vacancies.** Vacancies in the Enclave Board of Directors caused by any reason, excluding the removal of a director by vote of the Enclave Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Enclave Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

## **B. Meetings.**

**3.8. Organizational Meetings.** The first meeting of the members of the Enclave Board of Directors elected by Enclave Unit Owners shall be held within 10 days following each annual meeting of the membership at the time and place as shall be fixed by the Enclave Board.

**3.9. Regular Meetings.** Regular meetings of the Enclave Board of Directors may be held at the time and place as shall be determined from time to time by a Majority of the directors. After the Enclave Board of Directors is elected by Enclave Unit Owners, at least 4 meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of the meetings.

**3.10. Special Meetings.** Special meetings of the Enclave Board of Directors shall be held when requested by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate the notice promptly to the director; (d) by email; or (e) by commercial delivery service to the director's home or office. All notices shall be given or sent to the director's address or telephone number as shown on the records of the Enclave Association. Notices sent by first class mail shall be deposited into a United States mailbox at least 4 days before the time set for the meeting. Notices

given by personal delivery, telephone, or electronically, either by confirmed email or facsimile, shall be given at least 48 hours before the time set for the meeting.

**3.11. Waiver of Notice.** The transactions of any meeting of the Enclave Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**3.12. Quorum of Enclave Board of Directors.** At all meetings of the Enclave Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Enclave Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at the meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time that the original meeting was called. At the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.13. Compensation.** No director shall receive any compensation from the Enclave Association for acting as such unless approved by a Majority of the Total Enclave Association Vote. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**3.14. Open Meetings.** All meetings of the Enclave Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Enclave Board.

**3.15. Executive Session.** The Enclave Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Enclave Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**3.16. Action without a Formal Meeting.** Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by a Majority of the directors and delivered to the Enclave Association for filing in the permanent records of the Enclave Association.

**3.17. Telephonic Participation.** One or more directors may participate in and vote during any regular or special meeting of the Enclave Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at the meeting. Any meeting at which a quorum participates shall constitute a regular meeting of the Enclave Board.



**C. Powers and Duties.**

**3.18. Powers.** The Enclave Board of Directors shall be responsible for the affairs of the Enclave Association and shall have all of the powers and duties necessary for the administration of the Enclave Association's affairs and, as provided by law, may do all acts and things as are not directed to be done and exercised exclusively by the members under the terms of the Declaration, the Articles of Incorporation of the Enclave Association, or these Bylaws. In addition to the duties imposed by these Bylaws or by any resolution of the Enclave Association that may hereafter be adopted, the Enclave Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparing and adopting an annual budget in which there shall be established the contribution of each Enclave Unit Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting the assessments, and establishing the period of the installment payments of the assessments;
- (c) providing for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Enclave Association;
- (d) designating, hiring and dismissing the personnel necessary for the operation of the Enclave Association and, where appropriate, providing for the compensation of the personnel and for the purchase of equipment, supplies and material to be used by the personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Enclave Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening bank accounts on behalf of the Enclave Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Enclave Unit Owners concerning the Enclave Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Enclave Association or its members which are not directly chargeable to Enclave Unit Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Enclave Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;
- (l) contracting with any Person for the performance of various duties and functions; and
- (m) any and all other duties and responsibilities identified in the Declaration.

The Enclave Board shall have the power to enter into common management agreements with trusts, condominiums or other associations. Any and all functions of the Enclave Association shall be fully transferable by the Enclave Board, in whole or in part, to any other entity.

#### **Section 4** **Officers**

**4.1. Officers.** The officers of the Enclave Association shall be a President, Secretary and Treasurer and, if the Enclave Board of Directors so chooses, one or more Vice Presidents. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Enclave Board of Directors. This Section shall not apply to officers appointed by the Declarant.

**4.2. Election, Term of Office and Vacancies.** Except during the period in which Declarant has the right to appoint the officers of the Enclave Association under Section 3.2 of these Bylaws, the officers of the Enclave Association shall be elected annually by the Enclave Board of Directors at the first meeting of the Enclave Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Enclave Board of Directors for the unexpired portion of the term.

**4.3. Removal.** Any officer may be removed by the Enclave Board of Directors whenever, in its judgment, the best interests of the Enclave Association will be served thereby.

**4.4. President.** The President shall be the chief executive officer of the Enclave Association and shall preside at all meetings of the Enclave Association and of the Enclave Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

**4.5. Vice President.** If a Vice President is elected, the Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

**4.6. Secretary.** The Secretary shall keep the minutes of all meetings of the Enclave Association and of the Enclave Board of Directors, and shall have charge of the books and papers as the Enclave Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

**4.7. Treasurer.** The Treasurer shall have the responsibility for the Enclaves Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Enclave Association or the managing agent in depositories as may from time to time be designated by the Enclave Board of Directors. If no Vice President has been elected, the Treasurer shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

**4.8. Resignation.** Any officer may resign at any time by giving written notice to the Enclave Board of Directors, the President, or the Secretary. The resignation shall take effect on the date of the receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

**Section 5**  
**Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Enclave Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Enclave Board of Directors designating the committee or with rules adopted by the Enclave Board of Directors.

**Section 6**  
**Miscellaneous**

**6.1. Fiscal Year.** The fiscal year of the Enclave Association shall be determined by resolution of the Enclave Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

**6.2. Parliamentary Rules.** Roberts Rules of Order (current edition) shall govern the conduct of all Enclave Association proceedings when not in conflict with Georgia law, the Articles of Incorporation of the Enclave Association, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

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

**6.4. Amendment.** The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these Bylaws.

**6.5. Electronic Records, Signatures and Documents.** To the extent permitted by Georgia law, the Declaration and these Bylaws, the Enclave Association and its members, officers, directors, Enclave Unit Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Enclave Board of Directors in its sole discretion.