



MAPLE FORGE

A Community of Beautiful Homes

Bylaws of the Maple Forge Homeowners Association

-- Table of Contents --

Page 1. Table of contents

Page 2. Offices; Meeting of members

Page 3. Annual Meetings; Special Meetings; Notice of Meetings; Business of Meetings, Quorum, Voting

Page 4. Board of Directors, Number of, Election of, Vacancies, Powers & Duties

Page 5. Architectural Committee, Number of, Election of, Vacancies, Powers & Duties

Page 6. ACC Indemnification, reimbursement of monies,

Page 6. Meeting of Board, Location of, 1st meeting after election, Regular meetings, Special meetings

Page 6. Notice of meetings, Quorum, Majority

Page 7. Required Notice of Meetings

Page 7. Officers, Election and term, Salaries & Dues Exemption, Removal of and Filling vacancies

Page 8. President, Vice President, Secretary, & Treasurer, Duties Writing of Checks

Page 9. Dues, Obligation to pay, Non-compliance fines, Purpose of Dues & Fines, Basis & Maximums of

Page 10. Special Dues, Notice of Dues, Non-payment of Dues or Fines, The Lien

Page 11. Subordination of Charges & Liens to mortgages

Page 12. Responsibility for Administration, Maintenance Agreement, Limitation of Liability, Indemnification

Page 13. Checks, Fiscal Year, The Seal, Books and Records, Amending By-Laws, Conflicts of Law

**THE BYLAWS of
THE MAPLE FORGE OWNERS ASSOCIATION, Inc.
A Nonprofit Corporation**

These Bylaws are the Bylaws of the Association, which is the corporation created by the "Articles of Incorporation" filed with the Secretary of State of Georgia on October 2, 1995. All references herein to the "Declaration" shall refer to that certain Declaration of Protective and Restrictive Covenants for Maple Forge Subdivision recorded at DEED BOOK 898, page 7 thru 30, of the Hall County, Georgia, 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 Maple Forge Subdivision, Gainesville, Hall County, Georgia.

ARTICLE 1

OFFICES

Section 1. The registered office of the Association shall be located at, 3762 Windsor Court, Gainesville, Georgia 30504 or such other office as the board of directors shall select. **Section 2.** The Association may also have offices at such other places within the State of Georgia as the board of directors from time to time determines or the business of the Association may make appropriate.

The current Offices are, **MAPLE FORGE HOMEOWNERS ASSOCIATION**

PO BOX 1615

OAKWOOD, GEORGIA 30566

ARTICLE 2

Meeting of Members

Section 1. Location of meetings: All meetings of members shall be held at such a place within or without the State of Georgia as may be from time to time fixed by the board of directors or shall be stated in the notice of the meeting or in the duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings: Annual Meeting of members shall be held on the *Third Thursday in October, each year* or at A fixed time agreed upon by members. If such a day is a legal holiday, then on the following Thursday or at a fixed time agreed upon by members. At each such meeting, the members shall by a majority vote, elect a board of directors, and, by majority vote, transact such business as may be properly brought before the members.

Section 3. Special Meetings: Unless other wise prescribed by law, by the Declaration, or the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the President, the Board of directors, the holders of twenty-five percent (25%) of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, in the event there are no officers or directors, then by any member.

Section 4. Notice of Meetings: Written notice stating the place, day, and time of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) days nor more than twenty-five (25) days before the meeting date.

Section 5. Business of Meetings: At the 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)

Section 6. Quorum: The holders of more than fifty percent (50%) of the interests entitled to vote, preset in person or by signed proxy, shall constitute a quorum at all meetings of members for the transaction of business, except as otherwise provided by law. If a quorum shall not be present, and proper notification to Lot Owners was given, the members present In Person "and" by Signed Proxy shall have the power to vote to continue or adjourn the meeting until a quorum is present. If the vote is to "continue," the affirmative vote of a Majority of those members present and represented by signed proxy shall be the act of all members entitled to vote. (page 3 sec. 6)

Section 8. VOTING: (a) Anything herein to the contrary notwithstanding, all voting contemplated by these Bylaws 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) To the extent not in conflict with the Declaration, from and after the date the members become entitled to vote, the following provisions shall apply. Each lot owner shall be entitled to one vote on each matter submitted to a vote at a meeting of members.

A member may vote either in person or by a Proxy executed in writing by the member or by his or her duly authorized "attorney in fact". Any Proxy must be in writing, signed by the lot owner(s), as provided below and submitted to the President, Board member or any homeowner prior to and presented at the annual meeting. If any lot is owned by a corporation, partnership, trustee, or other entity or by a group of owners in any form of group tenancy, the vote allocated to such a lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time and a total of ONE (1) VOTE shall be allocated to each lot, notwithstanding the number of entities having an ownership interest in such lot. Unless the holder of a valid proxy, a mere lessee of any lot shall have no right to vote and shall in no respect be deemed a member of the association. In all elections for board members , 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 those election he has the right to vote. Members may not cumulate their votes. Proxies will be cast with the majority vote.

ARTICLE 3

Directors

Section 1. Number of; Election of: The number of Directors shall be nine (9). Directors must be over the age of eighteen (18) and must be residents of Maple Forge. The directors, other than the first board of directors, shall be elected at the annual meeting of homeowners. Each director elected, shall serve until the next succeeding annual meeting and until his /her successor shall have been elected and *qualified*. (Of good reputation, current with dues, fines or violations, etc.) The board of directors may increase or decrease the number of directors to serve the community. No less than six (6) directors may constitute a board. Alternates may be appointed by the Board of Directors as needed, but only have the power to vote when substituting for an absent director.

Section 2. Vacancies or Increases: Any vacancy occurring or increase in the board of directors may be filled by the affirmative majority vote of the remaining directors, even if the remaining directors may constitute less than a quorum, and shall serve the remainder of the unexpired term.

Section 3. Powers: 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 4. Compensation of Directors: Directors shall receive no salary, but are exempt from paying dues as long as they are currently serving on the Board of Directors and are current with dues, fines, liens or covenant violation(s). This exemption is restricted to One (1) lot dues per director (prizes of free lot dues may NOT be excepted while serving on the board). Free lot dues are NOT transferable to another. Alternate board members are NOT exempt from dues.

Section 5. Indemnification: As an inducement to the officers and directors to act on the Association's behalf, the Association shall, out of the general funds or by special assessment, or liability insurance policy, indemnify each officer and director (past or present) acting in accordance with these Bylaws, the Covenants of Maple Forge, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments and fines and enforcement of the Covenants of Maple Forge. Reimbursement of personal monies spent, must be accompanied by a receipt and submitted to the treasurer for payment.

ARTICLE 4

Architectural Control Committee (ACC)

Section 1. Number and Election of: The number of ACC members shall be (3) less, more or none depending on the needs of the community as determined by the Board of Directors. Members must be over the age of eighteen and a permanent resident of Maple Forge. They shall be elected at the Annual Homeowners Meeting. They shall serve until the next annual meeting and his/her successor has been elected and qualified. The ACC shall be under the authority and oversight of the Board of Directors.

Section 2. Vacancies: Vacancies in the ACC may be filled by the majority vote of the remaining ACC members and shall serve until the next annual homeowners meeting. Any increase in the number of ACC members may be filled by the majority vote of those ACC members present and shall serve until the next annual homeowners meeting. Notification of changes within the ACC shall be made in writing to the Board of Directors.

Section 3. Powers and Duties: As conferred in the Declaration of Covenants, page 1, number 4 . These duties are limited to NEW CONSTRUCTION (out-buildings, fencing, etc.) The ACC may, due to lack of necessity be dissolved and their responsibilities be assumed by the Board of Directors.

Section 4. Indemnification: As an inducement to the ACC to ad on behalf of the Association's behalf, the Association shall, out of the general funds or by special assessment, or liability insurance policy, indemnify each officer or director (past or present) acting in accordance with these By-Laws, the Covenants of Maple Forge, including without limitation all actions taken in connection with the levying, collection, and enforcement of assessments and fines and enforcement of the Covenants of Maple Forge.

Section 5. Reimbursement: Personal monies spent in connection with the performance of their duties, shall be reimbursed. Requests must be accompanied by a receipt, and submitted to the treasurer for payment.

ARTICLE 5 Meetings of the Board of Directors

Section 1. Location: Must be held in the State of Georgia, when & where shall be decided by the Board.

Section 2. First meeting of Newly Elected Board: Shall be held at the end of the annual meeting to elect officers and collect contact information unless otherwise agreed upon.

Section 3 Regular Called Board Meetings: May be held with such frequency and at such a time and place as determined by the President or the Board of Directors.

Section 4. Special Meetings: May be called by the President or by any two directors on three-day notice to each director in accordance with article 6.

Section 5. Notice of Meetings: Two weeks Notice should be given, or agreed upon time from previous meeting may be sufficient.

Section 6. Quorum: A majority of directors shall constitute a quorum, unless a grater number is required by law or Articles of Incorporation. If a quorum is not present, the meeting must be adjourned and rescheduled after notice has been given.

Section 7. Majority: The act of a majority of the Board members, present at any meeting at which a quorum is present, shall be the act of the board of directors, unless the act of a greater number is required by law or the Articles of Incorporation

ARTICLE 6 Meeting Notices

Section 1 Required Notices: Whenever, under the provisions of applicable law, the Articles of Incorporations, or these By-Laws, Notice shall be given in writing and either personally hand delivered or by U.S. mail to any director or member at the address as it appears on the records of the Association. If notice is mailed 1st class and deposited in the U.S. mail, it deemed to be delivered after three (3) business days. Notice sent any other way is deemed delivered when received by addressee. Notice may be waived if agreed upon in writing by involved parties. Persons required to receive notice may elect by written consent to waiver such notice, unless restricted as in line one.

ARTICLE 7

Officers

Section 1. Officers; Election; Term: The Association officers shall be chosen by the board of directors, and shall be, President, Vice President, Secretary, and Treasurer. Assistant VP's, Secretaries, and treasurers may be appointed as needed by the board. They shall be elected at the first meeting of the board of directors, following the Annual Meeting and shall serve till the next Annual Homeowners Meeting and their respective successors shall be elected and qualified. Officers, as well as all board members, must be residents of Maple Forge, at least 18 yrs. of age, of good reputation in the community, and current with dues, fines, or Covenant violation(s).

Section 2. Salaries: Directors shall receive no salary, but are exempt from paying dues as long as they are currently serving on the board of directors and are current on dues, fines, or covenant violation(s). This is restricted to one (1) lot dues per director (prizes or other offers of free lot dues may not be accepted while exemption is in force).

Section 3. Removal & Vacancies: Any officer or appointed agent may be removed for cause, by a majority vote of the board of directors. Vacancies may be filled by a majority vote of the remaining board members.

Section 4. The President: The President shall be the chief executive officer of the association. All other officers, boards, or appointees shall be under their supervision and authority. He/She shall preside at all meetings of members and the board of directors. He/she shall have active management of the business of the association of homeowners and shall see to it that all orders and resolutions of the board are carried into effect. He/She shall have the power to execute on behalf of the Association, bonds, mortgages, notes, contracts, leases, and other documents and instruments (whether or not requiring the seal of the association) except where otherwise required by law or delegated to some other agent of the board.

Section 5. Vice President: Shall in absence of the President, perform the above duties.

Section 6. Secretary & Assistant Secretaries: The Secretary or their assistant shall attend all meetings of members and must record and retain a written record of said proceedings. Assistants are subordinate to the secretary. They shall give or cause to be given, notice of all meetings, unless other wise directed by the board. They shall have custody of the corporate seal of the Association, and shall have the authority to affix it to any instrument requiring it and when so affixed, it may be attested by their signature. The assistant secretary shall assume the duties and powers of the secretary in their absence.

Section 7. Treasurer: Shall have the custody of the corporate funds and securities and shall keep full and accurate accounts there of, including, but not limited to, receipts and disbursements in books belonging to the Association. They shall deposit all monies or other valuables in the name and to the credit of the Maple Forge Homeowners Association Inc. in such depositories as may be designated by the board of directors. They shall disperse Association funds as ordered by the Board, taking proper receipt for said disbursements, and shall render to the President, board of directors, and members a account of all transactions as treasurer and of the financial condition of the Association. **ALL CHECKS ISSUED by the Association, SHALL BE SIGNED by TWO (2) BOARD MEMBERS, one of which should be the treasurer. If said check or funds are for work or improvements in Maple Forge, said work or improvements MUST BE inspected and approved in writing, as to proper completeness, by two(2) board members BEFORE funds are paid. The Treasurer may be required by the Board of Directors to be bonded, if so, cost of said bond is to be paid for by the association. This bond would be for the protection of the association from loss of funds or property by theft or misappropriation by the treasurer or their acting agent(s) In the absence of the Treasurer, the Board may appoint a temporary or permanent replacement to perform said duties.**

ARTICLE 8. Dues (Assessments)

Section 1. Personal Obligation for Dues; Violation Fines; Creation of a Lien for non-payment:

The obligation for Dues.....Each member by acceptance of a deed or other conveyance for any lot in Maple Forge Subdivision whether or not it shall be so expressed in any deed, document or other conveyance, shall be deemed to covenant and agree to pay the Association, Annual Dues, Special Dues; (when applicable), and non-compliance fines (when applicable).

1. A, Covenant Non-compliance Fines: After a written violation notice has been given to the homeowner for correction, Thirty to Sixty days (30-60) will be allotted to bring the home or property or other violation into compliance. The homeowner may, in writing, request of the Board, additional time to comply. The Board, by written notice may elect or not elect to grant such additional time. If said homeowner does not comply within the allotted time, a fine of \$100. a month will be charged and shall continue each month, and thereafter, until such time as said covenant violation has been resolved.

Section 2. Purpose of Dues and Fines: The dues and fines levied under this Article 8 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and in particular, for the servicing, improvement and maintenance of the right -of ways, lighting, subdivision signs, landscaping and upkeep of the front and rear entrance areas, including, but not limited to, repair, replacement, addition thereto and for the cost of labor, equipments, materials, management and supervision thereof. Such portion of the annual dues levied by the Association under this article 8 as may be necessary for the purposes as stated above. Furthermore, establishing and maintaining reserves for the maintenance, repair, replacement, and operation of the common areas and front & rear entrances.

Section 3. Basis & Maximums of Annual Dues: The Annual Dues are \$125. per lot, per year.

A discount of \$60 (\$125. minus \$60. = \$65) will be allowed if paid on or before December 31st of the year due. Dues paid after December 31st will be \$125. per lot. Dues are payable to the Maple Forge Homeowners Association. The annual dues shall be determined by the board of directors each year, for the coming year, prior to the Annual Homeowners Meeting Dues shall not fall below the \$125. amount unless by a unanimous vote of the board or as stated above. Dues may not be raised by more than 200% in anyone year, unless by special assessment. (see section 4. following) NO LOT shall bear greater Annual Dues than another.

Section 4. Special Dues (Assessment): Upon the affirmative vote of (60%) or more of the members of the Homeowners Association, who are entitled to vote, the Association may levy and collect a specific special dues or assessment so authorized for the purpose of defraying, in whole or part, the cost of any construction or reconstruction or unexpected repair(s) or replacement(s) ,or to raise the Annual Dues by an amount greater than allowed in Section 3 of this Article

Section 5. Notice of Dues... Due Dates Receipt: The Treasurer shall send at least thirty (30) days written notice of the Annual Dues, including the amount, date due and date late, along with notice of any past due; fines; Dues and reminder of lien(s) plus interest due to every member subject thereto. Unless other wise decided by the Board, the Annual Dues shall be due and payable on the 1st day of December of each year, and become LATE, after December 31st of the same year. The failure of the Treasurer to give 30 day notice of said dues or failure of lot(s) owner to receive such notice, does in no way reduce the amount or absolve the payment of said Dues, fine(s) or lien. The Annual Dues shall be established on a calendar year basis and shall commence as to each member when he/she accepts a deed or other conveyance of a lot in Maple Forge Subdivision. Any Member lot owner may request in writing, along with a self-addressed, stamped envelope, a receipt for dues paid, otherwise their canceled check, or mail order receipt, shall serve as Receipt of Dues.

Section 6. Non-payment of Dues or Fines; The Lien: Delinquency of Dues occurs, after the due date of December 31st of the year due has past and continues thereafter until paid. A FINE becomes PAST DUE, 30 days after written notice has past and payment has not been received and continues thereafter until paid. As legal remedy for the above outlined, a Continuing Lien shall be placed on the delinquent member's land and property for the past due amount plus 12% interest, Said lien shall follow the land and shall bind upon such land and property in the hands of the then owner(s), their heirs, designees, personal representatives, successors, and assigns. In addition to the lien rights, the personal obligation of the then owner to pay Annual Dues or Fines shall remain his/her personal obligation and shall also pass to his/her successor in title. Such owner(s) shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which they were obligated to pay immediately preceding the transfer; and such owner(s) or successor(s) in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owner(s) and successor(s) in title creating any indemnification of the owner(s) or any relationship of principal and surety as between themselves.

The Association may elect to bring legal action against the owner(s) personally obligated to pay said Delinquent Dues or Fines or foreclose its Lien against such owner's property in which event, interest, costs and attorneys fees equal to 25% of the principal amount shall be added to the amount of the past due amount(s) or whatever constitutes full coverage of any loss The Association might have incurred. The Association may record a notice in Hall County Deed Records providing constructive notice of the delinquency. Each owner by his or her acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding at law or in equity. The lien provided for in this Article 8. shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members, shall have the power to bid on the Owner's property at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No member may waive or otherwise escape liability for the assessment of dues or fine provided for herein by non-use of the subdivision. The Association must suspend all privileges of delinquent members, which shall include but not limited to, voting and serving on the Board of Directors or any other privileges enjoyed by membership. Such suspension shall in no way relieve such member from the obligation to pay Dues or Fines due during the period of suspension and shall not affect the permanent charge and lien on such member(s) property in favor of the Association.

Section 7. Subordination of Charges & Liens to Mortgages: The lien(s) and permanent charges of all assessments and charges authorized herein (Annual Dues, Special Dues, Fines or otherwise) with respect to any lot is hereby made subordinate to the lien of any 1st mortgage or deed to secure debt placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The lien(s) and permanent charges hereby subordinated are only such liens or charges as relate to the assessments and charges authorized hereunder having a due date subsequent to the date such a mortgage or deed to secure debt is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or deed to secure debt or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage or deed to secure debt property pursuant to a sale under power contained in such mortgage or deed to secure debt.

Such subordination is hereby a subordination and shall not relieve the owner(s) of the mortgaged property of his or her personal obligation to pay all assessments and charges coming due at any time when he/she is the owner of such property; shall not relieve such property from the lien(s) or charges provided for herein (except to the extent a subordinated lien or permanent charges is extinguished as a result of such a subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power; and no sale or transfer of such property to the mortgagee or to any other person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property of the then owner(s) of such property from liability for any assessment or charges authorized hereunder becoming due after such sale and transfer.

Article 9. Administration

Section 1. Responsibility for Administration: The administration of the Association, the maintenance and repair of the common areas and the Entrance areas shall be the responsibility of the Association.

Section 2. Maintenance agreement: The Association may enter into such agreements as are necessary or desirable for the maintenance of the common areas, entrances or other property acquired. Any agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, and shall also include, a thirty- day (30) termination clause. The contract may be terminated by a majority vote of the Board or by 30 day written notice from the contractor.

Section 3. Limitations of Liability: Indemnification; Notwithstanding the duties of the Association to maintain the common areas and the entrance areas, the Association nor its Directors shall not be liable for injury or damage caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of his or her duties herein unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer or director of the Association shall be indemnified by the members of the Homeowners Association against all expenses and liabilities, including attorneys fees, reasonably incurred or imposed upon them in connection with any proceedings to which they may be a party or in which they may become involved by reason of their having been-an officer or director of the Association.

Any settlement, whether or not they are an officer or director of the Association at the time, such expenses and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance or gross negligence in performance of their duties; provided that in the event of a settlement, the indemnification shall apply only when the board and the association approves of such settlement and reimbursement as being for and in the best interest of the association.

Article 10 General Provisions

Section 1. Checks: All checks, drafts, demands for money and notes of the association shall be signed by two (2) officers, one of which shall be the treasurer, or such other person as the board may designate.

Section 2. Fiscal Year: October 1st thru September 30th

Section 3. 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, fixed, or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal and to attest to such affixation by their signature.

Section 4. 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. At Annual Homeowners Meeting, the treasurer or other appointed representative of the board shall produce, for the membership present, copies of a balance sheet showing in reasonable detail the financial condition of the association as of that date, including a profit and loss statement showing the results of its operations during the time between annual meetings or fiscal year. Upon written request, along with a self-address stamped envelope, the Association treasurer shall mail to any member(s) of record a copy of such balance sheet and profit and loss statement.

Section 5. By-Law Amendments: These by-laws may be altered; amended, repealed, or new by-laws may be written and adopted by a Majority vote of the Board of Directors or of the membership.

Section 6. Conflict: In the event of any conflict between these By-Laws and the following, the controlling language shall be Found in the laws of the State of Georgia or the Articles of Incorporation, in that order.