

ENHOA Bylaws as Amended

BYLAWS OF THE EAGLE NECK HOMEOWNERS ASSOCIATION Inc.

The following are the Bylaws of the Eagle Neck Homeowners Association, Inc., (hereinafter referred to as the "Association"), a nonprofit corporation organized under the Georgia Nonprofit Corporation Code pursuant to Articles of Incorporation filed with the Secretary of State of Georgia on August 1, 1988 (hereinafter referred to as the "Articles"), and formed for the purposes of managing and operating a certain subdivision located in McIntosh County, Georgia, known as Eagle Neck subdivision (hereinafter referred to as the "Subdivision").

**ARTICLE I: PRINCIPLE OFFICE:** The principal office of the Association shall be at 10 Amberly Court, Savannah, Georgia 31411, or at such other place the Board of Directors may designate as subsequently. All books and records of the Association shall be kept at its principal office.

**ARTICLE II: "Declaration"** shall mean that certain Declaration of Covenants, Conditions, and Restrictions of Eagle Neck subdivision filed September 22<sup>nd</sup>, 1988 in Deed Book 127, Page 182, McIntosh County, Georgia records, as the same may be amended from time to time in accordance with the terms thereof. Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

**ARTICLE III: MEMBERSHIP:** Qualification for membership, voting of memberships, and all other aspects of membership shall be as set forth in the Articles and Declarations.

**ARTICLE IV: MEETING OF MEMBERS**

4.1 **Annual Meeting:** The annual meeting of the members shall be held on the date, at the place, and at the time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect the Directors, and to transact any other business authorized to be transacted by the Members or so stated in the notice of the meeting sent to the members in advance thereof.

4.2 **Special Meeting of Members:** May be called at any time by a majority of the Board, or upon receipt by the Board of a written request of Members representing more than fifty (50) percent of the total voting power of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 **Notice of meeting of Members:** Shall state the time and place of the meeting and the objects for which the meeting is called. Notices shall be prepared and delivered by or at direction of the Secretary, and may be delivered either personally or by mail to a member at the address given to the Board by said Member, or to the Member's lot if no such address has been given to the Board. Notice of the annual meeting shall be mailed or delivered to each Member not less than ten (10) days prior to the meeting, and notice of a special meeting shall be mailed or delivered to each Member not less than the seven (7) days prior to the meeting.

4.4 **Waivers of Notice:** Any Member may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at the annual meeting or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

4.5 **Quorum:** A quorum at Members' meetings other than the annual meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. At a duly called annual meeting, those Members present, either in person or by proxy, shall constitute a quorum.

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4.6 **Adjournment for Lack of Quorum:** In the absence of a quorum at any meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time and date not less than ten (10) days nor more than thirty (30) days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of the original meeting.

4.7 **Action Without Meeting:** Any action which may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

4.8 **Minutes of Meeting:** The minutes of a meeting of Members shall be kept in a book, available for inspection by lot owners or their authorized representatives. The Association shall retain these minutes for a period of not less than ten (10) years.

### ARTICLE V: VOTING RIGHTS

5.1 **Number of Votes:** In any meeting of Members, each member shall be entitled to the number of votes as provided for in the Declaration. If more than one person holds an interest in any lot, all such persons shall be Members, but the lot shall be entitled to vote as though there were only one. The vote of a lot shall not be divisible. The vote of a lot with more than one owner shall be exercised as they among themselves determine, or in accordance with Paragraph 5.4, below. Vote Required to Transact Business.

5.2 **When a quorum is present,** the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Articles or the Declaration, a different number is required.

5.3 **Designation of Voting Member:** if a lot is owned by more than one person, a certificate signed by all the record owners of the lot and filed with the Secretary of the Association may designate the person entitled to cast the vote for the lot. If a lot is owned by a corporation, partnership, trust, or other legal entity, the person entitled to cast the vote for the lot must be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot involved. Any owner of an interest in the lot may revoke a certificate.

5.4 **Failure to Designate a Voting Member:** If more than one person owns a lot and they do not designate a voting Member, the following provisions shall apply:

- (1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (2) If only one such owner is present at a meeting, that person shall be entitled to cast the vote for the lot.
- (3) If more than one such owner is present at the meeting, and they concur, any one such owner may cast the vote for the lot.

5.5 **Voting by Proxy:** All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of the meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

### ARTICLE VI: BOARD OF DIRECTORS

6.1 **NUMBER of Directors:** a Board of Directors, consisting of five (5) persons, shall manage The Association. (Changed from three (3) to five (5) and serving a staggered Two-year. Three board members elected the first year and Two Board members the Second. (1/27/90).

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6.2 **Qualification:** Each Director shall be a lot owner. If a lot owner is a trust, then the beneficiary of the trust may be a Director; and if the lot owner is a corporation or partnership, then an officer, partner, or employee of such a lot owner may be a Director. If a Director shall cease to meet such qualifications during his term, he shall cease to be a Director and his place on the Board shall be deemed vacant.

6.3 **Initial Board of Directors:** The initial Board of Directors, which was selected by the Developer, is set forth in the Articles. Said Initial Board shall serve until the first annual meeting of the Members and until their successors are elected and qualify.

6.4 **Nomination for Election:** Nomination for election to the Board of Directors shall be made from the floor at the annual Meeting of the Members or at any other meeting of Members called for the purpose of electing Directors. Nominations shall also be made by a nominating committee appointed by the Board prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors.

6.5 **Election of Directors:** Directors shall be elected at the annual meeting of Members. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to cast the number of votes for each vacancy as is provided for in the Declaration and Articles. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

6.6 **Term:** Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his successor shall be elected and qualifies, or until he resigns or is removed in any manner provided elsewhere herein.

6.7 **Vacancies:** Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

6.8 **Removal:** Any Director may be removed for cause by a majority vote at a special meeting of the Members called for that purpose. The Member at the same meeting shall fulfill the vacancy in the Board of Directors so created.

6.9 **Compensation:** A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

### ARTICLE VII: MEETINGS OF DIRECTORS

7.1 **Regular Meetings:** Regular meetings of the Board of Directors shall be held as may be established by the Board of Directors from time to time. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, and shall be transmitted at least ten (10) days prior to the meeting.

7.2 **Special Meetings:** Special meetings of the Directors may be called by the President at any time, and must be called by the President or Secretary at the written request of a majority of the Directors. A notice of the meeting stating the time, place, and purpose of the meeting shall be given to each Director, personally or by mail, telephone, or telegraph, at least two (2) days prior to the meeting.

7.3 **Open Meetings:** All meetings of the Board of Directors shall be open to all Members of the Association, and notice of such meetings shall be posted conspicuously on the subdivision property at least two (2) days prior to the meeting, except in the event of an emergency. Each Member of the Association shall be given written notice of the meeting of the Directors at which the annual budget of common expenses will be adopted. Such notice shall state the time and place of the meeting and shall be delivered not less than thirty (30) days prior to the meeting.

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7.4 **Action:** Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

7.5 **Quorum:** A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of the Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a Director for the purpose of determining a quorum.

7.6 **Action Without Meeting:** Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

7.7 **Minutes of Meetings:** The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by lot owners, or their authorized representatives, or by Directors at any reasonable time. The Association shall retain these minutes for a period of not less than ten (10) years.

### **ARTICLE VIII: POWERS AND DUTIES OF THE DIRECTORS**

8.1 **Specific Powers:** The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by the Articles, the Declaration, or these Bylaws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board shall include, but shall not be limited to, the following:

- (1) To elect and remove officers of the Association as hereinafter provided.
- (2) To administer the affairs of the Association and the Subdivision property.
- (3) To maintain bank accounts on behalf of the Association and to designate signatories required thereof.
- (4) To sell, lease, mortgage, or otherwise deal with lots acquired by the Association. To pay the cost of all taxes and utilities assessed against the Subdivision that are not assessed and billed to the owners of individual lots.
- (5) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Subdivision property; provided, however, that the consent of at least two-thirds (2/3) of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$10,000.
- (6) To estimate the amount of the annual budget and to make and collect assessments against lot owners to defray the costs, expenses, and losses of the subdivision.
- (7) To use the proceeds of assessments in the exercise of its powers and duties.
- (8) To maintain, repair, replace, and operate the Subdivision property.
- (9) To purchase insurance on the Subdivision, and insurance for the protection of the Association and its Members, and the members of the Board of Directors and Officers of the Association.
- (10) To reconstruct improvements after casualty and to further improve the Subdivision.

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- (11) To make and amend reasonable Rules and Regulations respecting the use of subdivision property and the operation of the Subdivision.
- (12) To enforce by legal means the provisions of the Articles, the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations for the use of the subdivision property.
- (13) To contract for the management of the Subdivision property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.
- (14) To contract for the management or operation of portions of the common elements of the Subdivision susceptible to separate management or operation, and to lease such portions.
- (15) To retain attorneys and accountants.
- (16) To employ personnel to perform the services required for proper operation of the Subdivision.

8.2 **Committees:** The Board of Directors may designate one or more committees that shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall consist of at least three (3) members, at least one (1) of who shall be a Director. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

8.3 **Managing Agent:** The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer, or employee of the Association, or an independent person or firm qualified to manage the Subdivision property and affairs of the Subdivision under the supervision of the Board. The compensation paid to any such manager or managing agent shall be the amount established from time to time by the Board.

### ARTICLE IX: OFFICERS

9.1 **Election:** The executive officers of the Association shall be a President, a Treasurer, a Secretary, and an Assistant Secretary. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The same person, except the offices of President and Secretary, may hold any two or more offices.

9.2 **Term:** Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

9.3 **Special Appointments:** The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

9.4 **Resignation and Removal:** Any officer may be removed from office either with or without cause by the vote of the majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt 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.

9.5 **Vacancies:** A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

9.6 **Compensation:** An Officer shall not receive any compensation for any service he may render to the Association as an Officer provided however, that any Officer might be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

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9.7 ***Duties of the President:*** The President, who shall be a Director, is the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of President of the Association, including but not limited to the following powers.

- (1) To preside over all meetings of the Member and of the Board.
- (2) To sign as President all deeds, contracts, and other instruments the Board has duly approved that.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the Declaration, the Articles, and these Bylaws.
- (4) To have the general supervision, direction, and control of the affairs of the Association.

9.8 ***Duties of the Treasurer:*** The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested in the treasurer of an association, including but not limited to the following powers.

- (1) To receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association.
- (2) To be responsible for and supervise the maintenance of books and records to account for such funds and other Association assets.
- (3) To disburse and withdraw such funds as the Board may from time to time direct, and in accordance with prescribed procedures.
- (4) To prepare and distribute the financial statements for the Association.

9.09 ***Duties of the Secretary:*** The Secretary, who shall be a Director, shall have all the powers and duties that are usually vested in the secretary of a nonprofit corporation, including but not limited to the following powers

- (1) To keep a record of all meetings and proceedings of the Board and its Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.
- (3) To prepare and serve such notices of meetings by the Board and the Members required by law or by these Bylaws
- (4) To keep current records showing the Members of the Association together with their addresses.
- (5) To sign as Secretary all deeds, contracts, and other instruments that have been duly approved by the Board, if said instruments require a second Association signature.

9.10 ***Duties of the Assistant Secretary:*** The Assistant Secretary shall perform all duties and exercise the powers of the Secretary in the absence or disability of the Secretary, and shall perform such other duties and have such other powers as the Board of Directors may so direct.

### ***ARTICLE X: FISCAL MANAGEMENT***

***Fiscal Year:*** The fiscal year of the Association shall be the calendar year.

10.1 ***Annual Budget:*** The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each of the following categories: administration expenses, management fees, maintenance, rent for recreational facilities, taxes, insurance, salaries, legal and accounting fees, repairs and replacement, and utilities. The budget shall also include reserve accounts for capital expenditures and deferred maintenance. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each lot owners proposed assessment for common expenses.

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10.2 **Adoption of the Annual Budget:** The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Each lot owner shall receive a copy of the proposed annual budget at least thirty days (30) prior to the meeting of the Board at which the budget will be considered, and the meeting shall be open to all lot owners. The Board at a duly noticed meeting shall adopt the final annual budget, and the Board shall furnish copies of the final annual budget to each lot owner within thirty days (30) after the adoption.

10.3 **Assessments:** On or before the first day of each month of the fiscal year for which the assessments are made, each lot owner shall pay one-twelfth (1/12) of his share of the common expenses for each such year as shown by the annual budget. The assessments of the common expenses shall be as set forth in the Declaration, but the yearly assessment for each lot owner shall be in proportion to his respective ownership interests in the common elements. The Board of Directors may cause to be sent to each lot owner, on or before the first day of each month, a statement of the monthly assessment. However, the failure to send or receive such monthly statement shall not relieve the lot owner of his obligation to make timely payment of the monthly assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each lot owner shall continue to pay the amount of his monthly assessment as last determined. No lot owner shall be relieved of his obligation to pay his assessment by abandonment of his lot or lack of use of the common elements. (Amended, assessment to be paid in one installment due 1 February each fiscal year.)

10.4 **Acceleration of Assessment Installments:** If a lot owner shall be in default in the payment of any installment of an annual assessment for more than ninety (90) days, the Board may accelerate all remaining monthly installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable. (No longer applicable, by amendment of paragraph 10.04)

10.5 **Supplemental Assessments:** If during the course of any fiscal year, it shall appear to the Board that the monthly assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, and then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each lot owner, and thereupon a supplemental assessment shall be made to each lot owner for his proportionate share of the supplemental budget.

10.6 **Annual Statement:** Within sixty (60) days after the end of each fiscal year, the Board shall cause to be furnished to each lot owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable.

10.7 **Accounting Records:** The board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each lot showing the assessments or other charges due, the due dates thereof, the present balance due and any interest in common surplus. Such records shall be open to inspection by lot owners at reasonable times.

### ARTICLE XI: AMENDMENTS TO THE BYLAWS

11.1 **Notice:** of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 **Adoption:** The Board of Directors shall have the power to alter, amend, or repeal any of these Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all the Directors; provided, however, that any bylaw adopted by the Board may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of more than fifty (50) percent of the total number of votes of all of the Members. The Members may prescribe in any bylaw adopted by them that such bylaw shall not be altered, amended, or repealed by the Board.

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11.3 **Prohibited Amendments:** No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declaring without the consent of the Declaring. No amendment that is in conflict with the Articles or the Declaration shall be adopted.

### **ARTICLE XII: RULES AND REGULATIONS**

The Board of Directors may from time to time adopt, modify, amend, or add to Rules and Regulations concerning the use of the Subdivision; provided however, that a majority of the Members may overrule the Board with respect to any such Rules and Regulations or modifications thereof or any amendments or additions thereof. Copies of such Rules and Regulations, or any amendments additions, or modifications, shall be delivered to each lot owner not less than thirty days (30) prior to the effective date thereof. No rule or regulation that is in conflict with the Declaration shall be adopted. The following Rules were adopted at Annual meetings as they appear.

#### **January 11, 1997**

1. Domesticated animals are not permitted in the pool area.
2. Domesticated animals are to be accompanied by their property owner when off their owners' property and must be under voice command or on a leash. Seeing-eye dogs are an exception.
3. Any property for sale changing ownership at Eagle Neck Subdivision shall have a lien immediately placed on it if said property has past due fees owed to ENHOA.

#### **January 7, 2006**

1. There is to be No vehicular traffic passing from Eagle Neck Subdivision Phase One into or out of Eagle Neck Subdivision Phase Two on any existing roads within the Subdivision resulting in the need to cross the center line or center line extensions of the Landing Strip.
2. Gate closing: The Main gate will be closed Monday through Friday and left in the open position Saturday and Sunday 7AM to 7PM

### **ARTICLE XIII: MISCELLANEOUS**

13.1 Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

13.2 **Captions:** The captions herein are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

13.3 **Conflicts:** In the event of any conflict between the provisions of these Bylaws and the Declaration or Articles, the Declaration or Articles shall govern, as the case maybe.

*The foregoing was adopted as the Bylaws of the Eagle Neck Homeowners' Association, Inc at the first meeting of the Board of Directors on the 31 day of August 1988.*

*Original signed by Janet Cart, Secretary*