

**BY-LAWS OF  
SYDNEY POND HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The Name of the Association is **SYDNEY POND HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board) (as hereinafter defined) shall be located at 385 Brogdon Road, Sugar Hill, Georgia 30518, but meetings of Members and directors may be held at such other places within the State of Georgia, as may be designated by the Board.

**ARTICLE II  
DEFINITIONS**

Unless otherwise set forth herein, the terms used in these By-Laws shall have the same meanings ascribed to such terms as set forth in the Declaration of Covenants, Restrictions, and Easements for SYDNEY POND HOMEOWNERS ASSOCIATION, INC., dated as of July 26, 1999, which has been executed by D. G. JENKINS DEVELOPMENT CORPORATION with respect to a community known as SYDNEY POND, and is to be executed by duly authorized officers of the Association, and is to be filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, as such Declaration may be amended from time to time, and which Declaration is incorporated herein by reference.

**ARTICLE III  
MEETINGS**

3.1 **Annual Meetings of Members:** The regular annual meeting of the Members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia, as shall be designated in the call of meetings pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the Second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Members shall, at such annual meeting, elect a Board of Directors for the ensuing year, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting.

3.2 **Special Meeting of Members:** Special meetings of Members shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) Directors or by twenty-five (25%) percent of the Class A Membership.

3.3 **Notice of Meetings:** Written notice of the place, date, and time of every annual or special meeting of Members shall be mailed to each Member, at least fifteen (15) days before such meetings. Each Member shall register his address with the Association, and notices of meetings shall be mailed to him at such address, and if no such address has been registered, at the last known address of the Member. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an

annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

3.4 Quorum: Unless otherwise provided in the Declaration, a quorum at any meeting of members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled to cast one-third (1/3rd) of the votes of each Class of Membership. Unless otherwise provided in the articles of Incorporation of the Association, or in the Declaration, or in these By-Laws, a majority of the votes entitled to be cast by all Members present at a meeting shall be necessary and sufficient to decide and at upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

3.5 Voting: Voting rights of Members shall be as set forth in the Declaration. Where any Member is a group or entity other than one individual person, the vote on behalf of such Member shall be exercised by only such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Member, and delivered to the Secretary of the Association.

#### ARTICLE IV DIRECTORS

4.1 Number: The affairs of the Association shall be managed by an initial Board of one (1) Director, who need not be a Member of the Association, and who shall be appointed and removed in accordance with Section 3.08 of the Declaration. The Board shall be increased as provided in Section 4.2 hereof, and once the control of the Association passes to the Class A Members, as provided in the Declaration, the affairs of the Association shall be managed by a Board of not less than five (5) nor more than nine (9) Directors.

4.2 Terms of Office: At the first annual meeting after control of the Association has passed to the Class A membership, the Board shall be increased to five (5) Directors in accordance with the following procedure. At that meeting, the Members shall elect two (2) Directors to serve a two (2) year term, and three (3) Directors to serve a one (1) year term. All Directors shall hold office until their successors have been elected. The number of Directors may be increased by amendment to this provision of the By-Laws.

4.4 Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.6 Nomination: Nomination for elected members to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of

Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

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

4.8 Regular Meetings of Directors: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. should such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

4.9 Special Meetings of Directors: Special meetings of the Board of Directors shall be held at such place within the State of Georgia as shall be designated in the call of such meetings. Special meetings of the board of Directors may be called by the President at any time, in his discretion, and must be called by the president whenever so requested in writing by two (2) members of the Board of Directors.

4.10 Notice of Meetings: Notice of special meetings of the Board of Directors shall be given by the President or the Secretary to each member of the board, not less than three (3) days before the time at which meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. it shall not be necessary for notices of special meetings of the Board of Directors to state the purposes or objects of the meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

4.11 Quorum: A quorum at any meeting of the Board of Directors shall consist of a majority of the Members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these By-Laws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide all questions which may come before the meeting.

4.12 Powers: The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common Property and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a

period not to exceed sixty (60) days for infraction of published rules and regulations;

- (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

4.13 Duties: it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the class A members who are entitled to vote;
- (b) Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Foreclose the lien against any property for which assessment not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate insurance on property owned by the Association, as provided in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be

bonded, as required by the Declaration; and

- (g) Cause the Association to carry out all of its duties and obligations under the Declaration.

**ARTICLE V**  
**OFFICERS AND THEIR DUTIES**

5.1 Enumeration of Officer: The officers of this Association shall be a President and Vice-president, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

5.2 Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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

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

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

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

5.7 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5.4 of this Article.

5.8 Duties: The duties of the Officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice-President: The vice-president shall act in the place and stead of the President in the event of his absence, inability,

or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

- (c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE VI SEAL

6.1 **Corporate Seal:** The Corporate seal of the Association shall be in the following form, to-wit:

and the seal in such form is hereby adopted as the Corporate Seal of the Association.

#### ARTICLE VII MISCELLANEOUS

7.1 **The Declaration:** All provisions contained in the Declaration with regard to rights, powers, and duties of the Association, the Members thereof (including, without limitation, classes of members and qualifications and rights of the members of each class), and the Board of Directors thereof, are hereby incorporated into these By-Laws by this reference, with the same effect as if such provisions were fully set forth herein.

7.2 **Committees:** The Board of Directors of the Association shall appoint Committees as specifically provided for in the Declaration and in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

7.3 **Books and Records:** The books and records of the Association shall, at all times, during reasonable business hours, be open for inspection by any Member

of the Association and any institutional holder, insurer or guarantor of a first mortgage.

7.4 Indemnification: The Association shall indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal by reason of the fact that he, his testator, or intestate, is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply in relation to matters as to which the director, officer, or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty to the Association. The right to indemnification conferred by this section shall not restrict the power of the Association to make any other indemnification permitted by law.

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

7.6 Parliamentary Rules: "Robert's Rules of Order" (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the person presiding over the proceeding.

7.7 Conflicts: If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, or these By-laws, then the provisions of Georgia Law, the Declaration, the Articles of Incorporation, and these By-laws (in that order) shall prevail.

7.8 Notices: Unless otherwise specified in the Declaration or By-laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

- (a) If to a member at the address which the Member has registered in writing and filed with the Secretary, or, if no such address has been registered, at the last known address of the Member; or
- (b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed to be notice to all.

7.9 Amendment: The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws.

7.10 Fining Procedure: The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
- (i) the alleged violation;
  - (ii) the action required to abate the violation; and
  - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
- (b) Notices: within twelve (12) months of such demand, if the violation continues past the period allowed in demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:
- (i) the nature of the alleged violation;
  - (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
  - (iii) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing; and
  - (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.
- (c) Hearing: If a hearing is requested, it shall be held before the Board in an executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.



Please return to:  
WEBB, TANNER & POWELL, LLP  
P. O. Box 1390  
Lawrenceville, GA 30046-1390

Clerk, please cross-reference this instrument to Declaration of Covenants, Restrictions, and Easements for Sydney pond recorded in Deed Book 18980, beginning at page 210, Gwinnett County, Georgia Deed Records.

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,  
AND EASEMENTS FOR SYDNEY POND**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR SYDNEY POND**, recorded in Deed Book 18980, page 0018, Gwinnett County, Georgia Deed Records, is made this 24th day of April, 2000, by D.G. Jenkins Development Corporation (hereinafter referred to as the "**Declarant**").

WITNESSETH

**WHEREAS**, Declarant is the Owner of all that tract or parcel of land lying and being in Land Lots 80 and 81 of the 5th Land District of Gwinnett County Georgia, being shown and being more particularly described on that Final Plat For Sydney Pond Subdivision, Unit One prepared by Patterson & Smith, Inc. dated July 26, 1999, certified by Buford H. Norris, Georgia Registered Professional Land Surveyor No. 972, being recorded in Plat Book 82, pages 12 and 13, Clerk of Superior Court of Gwinnett County, Georgia, Plat Records, which said plat is incorporated herein by this reference and made a part hereof for a more complete and accurate description (hereinafter referred to as the "Property"); and

**WHEREAS**, Declarant has subjected the Property to that certain Declaration of Covenants, Restrictions, and Easements for Sydney Pond recorded at Deed Book 18980, page 0018, Gwinnett County, Georgia Deed Records (hereinafter referred to as the "Declaration") by referencing a description of the Property within the Declaration and attaching said description thereto; and

**WHEREAS**, Declarant omitted the Plat Book and Page numbers where said Plat was recorded in the Description of the Property contained within the Declaration, and desires to remedy said omission, and Declarant is authorized by Section 8.02 of the Declaration to make such amendment to the Declaration without the approval of any of the remaining Members of the Association; and

**WHEREAS**, Declarant neither sealed its signature nor obtained the signature of an unofficial witness or notary public upon the signature page of the Declaration prior to recording and desires to remedy said omission and Declarant is authorized by Section 8.02 of the Declaration to make such amendment to the Declaration without the approval of any of the remaining Members of the Association; and

**WHEREAS**, Declarant desires to further amend the Declaration by adding certain covenants and restrictions to Article V thereof, and Declarant is authorized by Section 8.02 of the Declaration to make such amendment to the Declaration without the approval of any of the remaining Members of the Association; and

**WHEREAS**, Declarant desires to further amend the Declaration by increasing the initiation fee and maximum annual assessment contained in Section 4.04 thereof, and Declarant is authorized by Section 8.02 of the Declaration to make such amendment to the Declaration without the approval of any of the remaining Members of the Association; and

**WHEREAS**, Section 9.01 of the Declaration authorizes the Declarant to amend said Declaration to annex certain property thereto, unilaterally and without approval of the remaining Members of the Association provided certain conditions are met; and

**WHEREAS**, the conditions as specified in Section 9.01 of the Declaration are met and Declarant desires to further amend said Declaration to annex and subject to the terms and conditions thereof the Additional Property described hereinbelow.

**NOW THEREFORE**, the Declarant hereby amends the Declaration as follows:

(a) Declarant hereby amends the legal description contained in Exhibit "A" of the Declaration to read as follows:

**ALL THAT TRACT** or parcel of land lying and being in Land Lots 80 and 81 of the 5th Land

District of Gwinnett County Georgia, being shown and being more particularly described on that Final Plat For Sydney Pond Subdivision, Unit One prepared by Patterson & Smith, Inc. dated July 26, 1999, certified by Buford H. Norris, Georgia Registered Professional Land Surveyor No. 972, being recorded in Plat Book 82, pages 12 and 13, Clerk of Superior Court of Gwinnett County, Georgia, Plat Records, which said plat is incorporated herein by this reference and made a part hereof for a more complete and accurate description;

(b) Declarant amends the signature page of the Declaration by replacing its signature and the signatures of the unofficial witness and notary public contained thereon with the signatures of same contained below

(c) Declarant hereby amends Article V of the Declaration by adding thereto the following provisions:

5.27 **Fences.** No chain link fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any Lot. All other fencing-type barriers of any kind shall be either wooden, brick stucco, stacked stone or field stone and shall not be erected without the prior written consent of the Architectural Control Committee.

5.28 **Exposed Concrete Block.** No dwelling shall have exterior exposed concrete block. All exposed concrete block and foundation shall be finished by covering same with the same brick, stucco, stacked stone, field stone, concrete siding, processed wood siding or vinyl siding that is used to complete the front of the dwelling

5.29 **Permitted Siding.** All fronts of dwellings in the Community shall be of brick, stucco, stacked stone, field stone, concrete siding, processed wood siding or vinyl siding.

5.30 **Draperies.** All draperies, blinds, window dressings or other window treatments in a dwelling which shall be visible from the exterior of the front of such dwelling shall be only either white in color or a another color approved in advance in writing by the Architectural Control Committee.

5.31 **Lighting.** Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Architectural Control Committee.

5.32 **Maintenance.** In addition to those certain covenants incorporated hereinabove, each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding,

watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curb of the street bordering said Lot. If in the opinion of the Board, any Owner shall fail to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition, in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 7.02 hereof.

(d) Declarant hereby amends Section 4.04 of the Declaration by increasing the initiation fee contained therein to One Hundred Dollars (\$100.00) and by increasing the maximum annual assessment contained therein to One Hundred and Fifty Dollars (\$150.00).

(e) Declarant hereby specifically submits and annexes the following described real property (the "Additional Property"), of which it is the fee simple owner, to the Declaration:

**ALL THAT TRACT** or parcel of land lying and being in Land Lots 80 and 81 of the 5th Land District of Gwinnett County Georgia, being shown and being more particularly described on that Final Plat For Sydney Pond Subdivision, Unit II prepared by Patterson & Smith, Inc. dated March 13, 2000, certified by John A. McCleskey, Georgia Registered Professional Land Surveyor No. 2355, being recorded in Plat Book 84, pages 127 and 128, in the Clerk of Superior Court of Gwinnett County, Georgia, Plat Records, which said plat is incorporated herein by this reference and made a part hereof for a more complete and accurate description

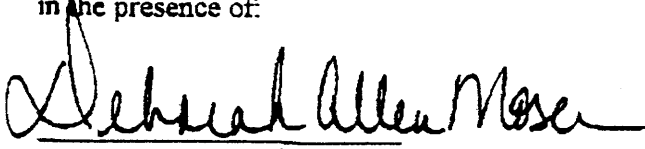
Declarant makes this Amendment by virtue of the authority granted Declarant in Section 8.02 and in Section 9.01 of the Declaration and Declarant hereby certifies that it has approved such Amendment

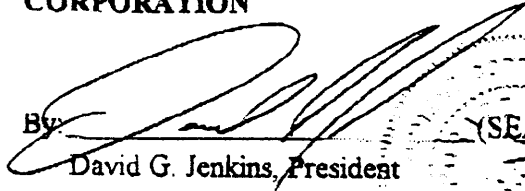
and that no other approval is necessary. All other terms and conditions of said Declaration are hereby ratified and confirmed.

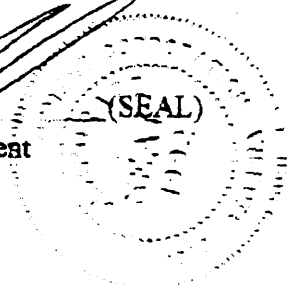
**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be duly executed by its authorized officer under seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**D.G. JENKINS DEVELOPMENT  
CORPORATION**



By: 



Unofficial Witness

David G. Jenkins, President



Notary Public

My commission expires:

