

BYLAWS OF KENNEY RIDGE COMMUNITY ASSOCIATION, INC.

13 June 1997

Revised 22 February 1998

Revised 02 May 2004

Revised 21 November 2014 [Revisions in blue and purple text.]

ARTICLE I

NAME, LOCATION, PURPOSE, AND APPLICATION

- 1.01 NAME. The name of the association is Kenney Ridge Community Association, Inc. (sometimes, the “Association”, “KRCA”, or the “Community”).
- 1.02 LOCATION. The Association shall have its principal and registered office at 196 Three Oaks Drive, Athens GA 30607.
- 1.03 PURPOSE. The purpose of the Association is to be a community dedicated to caring for both people and the Earth by learning, living, and demonstrating the skills needed to create a nourishing, sustainable environment and culture, in which conflicts are resolved with mutual creativity and resolution is sought through positive channels.
- 1.04 APPLICATION. These Bylaws shall apply to the organization and management of the Association, which shall be responsible for administering the common land and property of the Kenney Ridge community and the Kenney Ridge subdivision (the “Common Property”), as described in the Declaration of Covenants, Conditions, Restrictions, and Easements of Kenney Ridge Subdivision and the Kenney Ridge Community Association, Inc. (the “Covenants”).

ARTICLE II

INDIVIDUAL MEMBER RIGHTS, PRIVILEGES, AND DUTIES

- 2.01 FULL MEMBERS. Each owner of a lot in the Kenney Ridge subdivision (a “Lot Owner”) is automatically a full member of the Association (a “Full Member”) with full privileges and use of the Common Property and with full voting rights, as described in Article III hereof. The term “Lot Owner”, as used herein, shall mean and refer to the record owner, whether one or more natural persons or legal entities, of the fee simple title to any lot located within the Kenney Ridge subdivision. Full Members shall be eligible for Membership in the Association without regard to race, color, creed, sex, sexual orientation, gender identity, or national origin. Full Members shall be entitled to attend, present, and discuss matters at the Association’s meetings; attend the Association’s potlucks and other social gatherings; walk the Association’s trails in the Kenney Ridge subdivision; serve as voting Members of the Association’s committees; and rent the Association’s community center for their personal uses. Full Members shall be entitled to serve as members of the board of directors, officers, or committee chairs of the Association.
- 2.02 SUPPORTING MEMBERS. Each adult family member living with a Lot Owner in the Kenney Ridge subdivision and each adult tenant residing on a lot in the Kenney Ridge subdivision shall automatically be a supporting member of the Association (a “Supporting Member”). Supporting Members shall have the same privileges and use of the Common Property as provided for Full Members in Section 2.01 hereinabove, except that:

- A. Supporting Members shall not be entitled to vote on matters before the Association or to serve as Members of the board of directors, officers, or committee chairs of the Association;
- B. Supporting Members may serve as non-voting Members of the Association's committees but not as voting Members of the same;
- C. Supporting Members may rent the Association's community center for their personal uses only if the Supporting Members' corresponding Lot Owners will act as their guarantors; and
- D. Supporting Members shall not be required to pay assessments to the Association.

2.03. DUTIES AND OBLIGATIONS OF FULL MEMBERS.

- A. Each Full Member shall be responsible for the payment of a monthly assessment on each lot owned by the Full Member within the Community, as determined by the Association. Payment of the monthly assessment shall be received on behalf of the Association by the Treasurer by the 15th of each month. The Finance Committee will negotiate cases of hardship or chronic late payment. The Finance Committee may approve appropriate bartering in lieu of paying the monthly assessments and determine what portion of monthly assessments may be bartered each month.
- B. Each Full Member who resides in the Athens-Clarke County area should attend at least two Membership meetings a year.

ARTICLE III MEMBERSHIP MEETINGS

3.01 ANNUAL MEETING.

- A. The Annual Meeting of KRCA Members shall be held no later than 31 January each year at a time and place set by the Board of Directors.
- B. Business at the Annual Meeting shall include the following:
 - 1. All officers and committees will report on the affairs of the Association;
 - 2. Officers and Members of the Board of Directors, Standing Committee Chairs, Architectural Review Committee, and the Nominating Committee will be elected. Members of the Nominating Committee will be nominated from the floor;
 - 3. The annual budget will be adopted; and
 - 4. Community assessments will be established.
- C. Written notice of the Annual Meeting shall be given to all Full Members and Supporting Members (the "Membership") no less than 21 days prior to the date of the meeting. The term "written notice" shall include communications by electronic transmission, including e-mail, mail, or private carrier.

3.02 REGULAR MEETINGS. KRCA shall hold regular meetings, at which KRCA may establish policies and objectives within the purposes of the Community; elect Members of the Board of Directors, when required; create and abolish such committees as it may determine to be necessary or desirable for the conduct of KRCA business; approve financial expenditures; and enact all such measures, not in conflict with the Covenants or these Bylaws, as may be necessary to achieve the purposes of the Community.

3.03 SPECIAL MEETINGS. At the request of three directors or one-fourth of the Full Members, the President shall call a special meeting of the Membership, and advance notice of not less than 10 days shall be afforded each of the Members. At a special meeting, only those matters for which the meeting was called, as stated in the notice of the meeting, may be

acted upon by the Membership.

3.04 QUORUM. At all meetings of the Membership, a quorum shall exist to transact business and take votes on matters to be determined by the Lot Owners if Lot Owners entitled to cast thirty percent (30%) or more of the votes of the Lot Owners are present in person or by proxy. Once a quorum is established for a meeting of the Membership, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished.

3.05 CONDUCT OF MEETINGS. Annual, regular, and special meetings of the Membership shall be presided over by the President, Vice President, or designated alternate. Except in the event of a conflict with the provisions of the Covenants, the Association's Articles of Incorporation (the "Articles"), or these Bylaws, Robert's Rules of Order shall govern at all meetings of the Membership, unless the Lot Owners present in person or by proxy at a meeting vote to suspend Robert's Rules of Order at the meeting. The presiding officer or designated alternate shall make every effort to ensure that meetings are conducted in an atmosphere of courtesy and mutual respect, and that every Member present has a chance to speak on each item of business.

3.06 DECISION-MAKING PROCESS: SOFT CONSENSUS & VOTING.

A. SOFT CONSENSUS. The presiding officer or designated alternate of a meeting of the Membership and Members attending the same shall make every attempt to reach decisions through the "soft consensus" process. (All references to consensus in this document, unless otherwise qualified, shall be taken to mean soft consensus.) In general, soft consensus provides for every reasonable effort to hear and accommodate individual points of view. The process aims to achieve unity in decision-making by fully acknowledging and respecting individual differences in opinions and relationships.

B. ABSENCE OF CONSENSUS. In the soft consensus process, if a Full Member differs with the majority view of other Full Members on a matter to be determined by the Lot Owners, the Full Member may "stand aside" and allow a decision to be made by the other Full Members present in person or by proxy at the meeting, or, for the benefit of further consideration, the Full Member may propose to postpone a decision in the consensus process until later in the meeting, a reconvened session of the same meeting, or the next scheduled meeting. If a majority of the Lot Owners present in person or by proxy at the meeting approve the Full Member's proposed postponement, the postponement shall be granted. If the Full Member's proposed postponement is not so approved and granted, or if the Full Members fail to develop consensus after a postponement and further consideration, the matter shall be put to a vote by the Lot Owners of the Association.

C. VOTING. For the election of Directors, Officers, Standing Committee Chairs, the Architectural Review Committee, and the Nominating Committee and the adoption of an annual budget at the Annual Meeting of the Association, if a quorum is deemed present at the meeting of the Membership, the affirmative vote of a majority (*i.e.*, more than fifty percent (50%)) of the Lot Owners, cast in person or by proxy at the meeting or by written ballot, as hereinafter provided, shall be the act of the Association. For all other matters put to a vote before the Lot Owners of the Association, if a quorum is deemed present at the meeting of the Membership, the affirmative vote of two-thirds (2/3) of the Lot Owners, cast in person or by proxy at the meeting or by written ballot, as hereinafter provided, shall be the act of the Association.

D. WRITTEN BALLOTS. Any vote of the Lot Owners that may be taken at any annual,

regular, or special meeting of the Membership may be taken by a ballot in writing or by electronic transmission. For each such vote taken by a ballot, the President, or a designated alternate thereof, shall deliver a ballot in writing or by electronic transmission to every Full Member entitled to vote on the matter. The ballot shall set forth each proposed action of the Association and provide each Lot Owner an opportunity to vote for or against each proposed action. Approval by ballot in writing or by electronic transmission shall be valid only when the number of votes cast by ballot by Lot Owners equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals by Lot Owners 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. No votes cast in person or by proxy on a matter at a meeting of the Membership prior to the delivery of a ballot in writing or by electronic transmission shall be counted in the vote by a ballot. All solicitations for votes by ballot in writing or by electronic transmission shall: (1) indicate the number of responses of Lot Owners needed to meet the quorum requirements; (2) state the percentage of approvals by Lot Owners necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board or a designated alternate thereof from each Lot Owner in order to be counted. The Association shall maintain the ballots of each Lot Owner in its records for at least three (3) years.

3.07 VOTING PROCEDURES PER LOT.

A. Each lot in the Community shall be entitled to one equally weighted vote in each vote before the Association. In no event shall more than one vote be cast with respect to any lot. If more than one person owns a lot and the owners of such lot fail to agree unanimously on how to cast the vote for the lot, no vote shall be counted for the lot.

B. The Lot Owner shall be entitled to cast the vote for **each** lot. If more than one person owns a lot and only one of those Lot Owners is present at a meeting, voting by proxy, or voting by ballot, the Lot Owner present at the meeting, voting by proxy, or voting by ballot shall be entitled to cast the vote pertaining to such lot. If more than one person owns a lot and more than one of those Lot Owners is present at a meeting or is voting by proxy at the meeting, the person presiding over the vote at the meeting shall be entitled to presume conclusively that the Lot Owners of such lot are in unanimous agreement if any one of such Lot Owners purports to cast the vote pertaining to the lot and none of the other Lot Owners of such lot immediately protests to the person presiding over the vote. In a vote by ballot in writing or by electronic transmission, if more than one person owns a lot and the Lot Owners of such lot fail to agree unanimously on how to cast the vote for the lot, no vote shall be cast for the lot.

C. The vote pertaining to any lot may be cast pursuant to a proxy duly executed by or on behalf of the Lot Owner or, in cases where the Lot Owner is more than one person, by or on behalf of the joint owners of the lot.

D. In the case of any lot owned by a business entity (e.g., corporation, limited liability company, partnership), the vote pertaining to such lot shall be cast pursuant to a proxy duly executed by or on behalf of the Lot Owner of the lot (or, if the lot is owned by more than one person or business entity, by or on behalf of the joint owners of the lot).

E. If a person owns more than one lot in the Community, such person may cast a vote for each lot owned.

- 3.08. EMERGENCY DECISIONS. If the Membership cannot reach a consensus on a proposition or motion and, in the unanimous opinion of all officers of the Association present at the meeting, the matter is of such urgency as to require an immediate decision, then the **Lot Owners present in person or by proxy at the meeting** may make a binding decision by majority vote without waiting for another meeting.
- 3.09 **[Deleted.]**
- 3.10 MEMBERSHIP LIST. The Secretary of KRCA, or his or her designate, shall provide a complete list of Members' names, addresses, telephone numbers, and e-mail addresses.
- 3.11 ACTION WITHOUT MEETING. Whenever the **soft consensus or vote of Lot Owners** at a meeting is required or permitted in connection with any corporate action by any provisions of the Bylaws, the meeting and consensus **or vote of Lot Owners** may be dispensed with if all the **Lot Owners** consent in writing to such action being taken **and the action without a meeting has been conducted in conformance with the Georgia Nonprofit Corporation Code, as amended.**
- 3.12 PROXIES. When a particular issue is **to be** decided by **soft consensus or** a vote of the **Lot Owners**, a **Lot Owner** entitled to vote may give a written proxy specific to the issue to an officer or another **Full Member**, who may then cast a vote for the absent **Lot Owner** in accordance with instructions contained in the proxy. Proxies shall be recorded by the Secretary and shall count in the determination of a quorum on issues covered by proxies.
- 3.13 QUORUM FAILURE. If a quorum, as defined in **Section 3.04 hereof**, is lacking at a meeting **of the Membership**, those **Members** in attendance may still discuss **the matters before the Association**, and **those Lot Owners in attendance may** reach a consensus **among themselves** on **such** matters. **Final** decisions, however, shall be deferred to the next regular or special meeting, and all Members shall be notified, in writing or electronically, of the results of the first meeting. If the second meeting also lacks a quorum but the number of different **Lot Owners** attending one of the two meetings adds up to a quorum, and if the same consensus is reached on one or more matters discussed at the first meeting, then the result shall be declared a consensus decision (or consensus decisions) of the **Association**.

ARTICLE IV BOARD OF DIRECTORS

- 4.01 DUTIES AND POWERS. The duties of the Board of Directors **of the Association** (the "Board") are as follows:
- A. Review the policies of KRCA and determine whether **the Association** is meeting **the** set goals and directives as well as carrying out its purposes as set forth in the Articles of Incorporation, Bylaws, and Covenants;
 - B. **Enforce by legal means and in good faith the provisions of the KRCA Covenants, the KRCA Articles, these Bylaws, and any rules and regulations adopted thereby, and bring any proceedings which may be instituted on behalf of or against a Lot Owner or tenant thereof concerning the Association;**
 - C. Be responsible for the general management of the Community and KRCA;
 - D. Create and abolish such offices in addition to those created in these Bylaws as it may determine to be necessary or desirable for conducting the business affairs of KRCA;
 - E. Assist the Finance Committee in **its** task of recommending an annual budget and assessments; **and**

F. Carry out any other decisions or duties determined by the Membership.

4.02 **COMPOSITION, TERM, AND SELECTION.** The Board shall be elected annually by the Membership at the Annual Meeting. The number of Members of the Board shall be no less than four and no more than ten. Members of the Board shall serve for one-year terms and may be elected for additional terms. If a director's term expires, the director shall continue to serve until the director's successor is elected and qualifies or until there is a decrease in the number of directors on the Board. Nominations for election to the Board may be made by any Member. Vacancies in the Board may be filled by decision of the Membership at any regular meeting or special meeting announced for that purpose.

4.03 **MEETINGS.** The Board shall convene for regular meetings at least six (6) times per year at such place, date, and time as the Board shall decide. At such meetings, the Board may make decisions on any matter, whether or not it was on a prepared agenda for the meeting. All meetings of the Board are open to the Members.

A. **SPECIAL MEETINGS.** Any three Board Members may call a special meeting of the Board and notice shall be given to each of the directors not less than 3 days prior to the meeting. Only those matters for which the meeting was called, as stated in the notice of the meeting, may be acted upon by the Board.

B. **EMERGENCY MEETINGS.** Any three Members of the Board may call an emergency meeting of the Board, and notice shall be given to each of the directors not less than one day prior to the meeting. Only those matters for which the meeting was called, as stated in the notice of the meeting, may be acted upon by the directors.

4.04 **DECISION PROCESS.** The Board will first attempt to make a consensus decision for one meeting. If consensus is not reached at the meeting, a decision may be made with two-thirds affirmative vote at a second meeting, which may not be scheduled sooner than one day after the first meeting.

4.05 **QUORUM.** A majority of the Members of the Board entitled to vote shall constitute a quorum for any duly announced meeting of the Board.

4.06 **ANNOUNCEMENT OF DECISIONS.** A written announcement of the decisions of the Board shall be circulated to the Members within 7 days of the decision being made.

4.07 **RESIGNATIONS.** Any Member of the Board may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time is specified, at the time of receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

4.08 **REMOVAL.** The Board may remove a director at any time by consensus of the Board, but the vote of the director whose removal is being considered shall not be counted. Removal of a Member of the Board shall not affect the status of that person as a Member of the Community.

4.09 **MANAGEMENT AGENT.** The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board and the Finance Committee, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

ARTICLE V

OFFICERS AND THEIR DUTIES

- 5.01 ENUMERATION OF OFFICERS. The officers of this Association shall be President, Vice President, Secretary, and Treasurer, who shall also serve as Members of the Board of Directors.
- 5.02 ELECTION OF OFFICERS. The election of officers shall take place at each Annual Meeting of the Members.
- 5.03 TERM. The officers of KRCA shall be elected annually by the Members at the Annual Meeting, and each officer shall hold office until the next Annual Meeting or until the officer's successor shall have been elected and qualified, unless he or she resigns sooner or is removed or otherwise disqualified to serve. The President and Vice President shall serve no more than 3 consecutive years.
- 5.04 SPECIAL APPOINTMENTS. The Membership may elect such other officers as the affairs of the Association may require, each of whom shall, subject to the limitations above, hold office for such period, have such authority, and perform such duties as the Membership may, from time to time, determine.
- 5.05 PRESIDENT. The President shall regularly preside at all Membership and Board meetings, shall see that decisions of the Membership are carried out, shall sign all written instruments regarding the Common Property, and shall sign, as President, any and all promissory notes of KRCA.
- 5.06 VICE PRESIDENT. The Vice President shall act for the President in the event of the absence or disability of the President and perform such other duties as the Board or the President may direct.
- 5.07 SECRETARY. The Secretary shall record the votes and keep the minutes of all Membership and Board meetings and proceedings, keep current Membership records as specified in [Section 3.10 herein](#), and shall perform such other appropriate duties as requested by the Board and the Membership.
- 5.08 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of KRCA and shall disburse such funds as directed by decision of the Membership, keep proper books of account, and submit to the Annual Meeting a detailed report listing every transaction.
- 5.09 VACANCIES. A vacancy in any office may be filled temporarily in the manner described in the next section, until a replacement is elected at the next regular meeting, provided that a 14-day notice of such election shall be given. The officer appointed or elected to such vacancy shall serve for the remainder of the term of the officer replaced.
- 5.10 ABSENCE. Whenever an officer is absent or whenever, for any reason, the Membership may deem it necessary, they may delegate the powers and duties of an officer to any other officer. A temporary officer may be appointed by the President until a regular replacement is elected.
- 5.11 RESIGNATION AND REMOVAL. Any officer may resign at any time by giving notice to 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. An officer may be removed by a vote of the Membership, with the vote of the officer whose removal is being considered not being counted.

ARTICLE VI COMMITTEES

- 6.01 APPOINTMENT. Committees shall be appointed by the Membership to gather information and present recommendations for action and/or allocation of funds budgeted in consultation with the Finance Committee. All committees shall be accountable to the Membership.
- 6.02 ENUMERATION OF COMMITTEES. The standing committees of the Association shall include the Finance Committee, Land Use Committee, Facilities Committee, Roads Committee, Architectural Review Committee, Nominating Committee, and other committees as determined by the Membership. The Membership may also appoint temporary committees to deal with specific needs. Each standing committee of the Association shall be authorized to publish and promulgate from time to time, and revise and amend at any time, written standards, regulations, policies, procedures, and guidelines (collectively, the “Guidelines”) governing the matters within the purview of such committee, including, but not limited to, the procedures for submission, review, and approval of plans, specifications, and other proposals submitted to a standing committee. The Guidelines of each standing committee shall be subject to the final approval of the Full Members of the Association.
- 6.03 FINANCE COMMITTEE. The Finance Committee shall regularly meet every three months to perform the following duties:
- A. Monitor the disbursements of KRCA funds, ensuring that these are spent in accordance with the budget of the Association, as approved by the Membership;
 - B. Recommend an annual budget to the Membership for the various purposes and projects undertaken by the Association;
 - C. Review the current approved budget and make updated monthly recommendations to the Membership;
 - D. Monitor the payment of assessments by Members, assessing penalties and making provision for hardship cases;
 - E. Review every two years the liability insurance carried by the Association;
 - F. Fulfill any other responsibility as determined by consensus of the Membership.
- 6.04 ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee will meet as necessary to approve or suggest revisions in building plans presented by Lot Owners, in accordance with the Covenants, and shall issue a decision within 30 days of the receipt of completed plans. The committee shall consist of five Full Members. The decisions of the committee may be appealed to the Board of Directors. The decisions of the Board of Directors concerning architectural review may be appealed to the Membership. Any significant departure from the approved plans that alters the location of the structure, the quality of workmanship and materials, or the harmony of exterior design, including exterior materials, must be submitted to the Architectural Review Committee for approval.
- 6.05 NOMINATING COMMITTEE. The Nominating Committee will meet annually, at least 21 days prior to the annual Membership meeting, to determine nominations of officers to be elected at the meeting. The Nominating Committee shall also nominate the chair of each standing committee and shall nominate all Members of the Architectural Review Committee. The other Members of the Nominating Committee shall be elected from the floor at the Annual Meeting.

ARTICLE VII INSURANCE AND INDEMNIFICATION

- 7.01 **LIABILITY AND INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE BOARD.** The Association shall indemnify every officer and Board Member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or Board Member in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding if approved by the Board) to which he or she may be made a party by reason of being or having been an officer or Board Member, whether or not such person is an officer or board Member at the time such expenses are incurred. The officers and Board Member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Board Members shall have not personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Board Members may be liable as Members of the Association), and the Association shall indemnify and forever hold each such officer and Board Member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Board Member, or former officer or Board Member, may be entitled.
- 7.02 **LIABILITY INSURANCE.** The Association shall obtain and maintain at all times, as a common expense, liability insurance on the Common Property of the Kenney Ridge Community. All such insurance coverage shall be written in the name of the Association as trustee for each of the Lot Owners. It shall be the duty of the Finance Committee at least every two years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Lot Owners, and their respective mortgagees, as their interests may appear. The lots themselves shall be excluded from this required coverage, but each owner shall have the right to obtain additional coverage for such improvements or personal property at his or her own expense. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

ARTICLE VIII ASSESSMENTS

- 8.01 **PURPOSE OF ASSESSMENTS.** Assessments for common expenses provided for in the Covenants and in these Bylaws shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of units in the Association as may be more specifically authorized from time to time by the Membership.
- 8.02 **PROPOSAL OF BUDGET AND ASSESSMENTS.** The Finance Committee shall, not less than 21 days prior to the Association's Annual Meeting, prepare a budget covering the estimated costs of operation of the Association during the coming year, including an adequate reserve fund for the periodic maintenance, repair, and replacement of

improvements of the Common Property, which funds are to be maintained out of regular assessments for common expenses. The Finance Committee shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each Member at least 21 days prior to the meeting. Should the proposed budget be disapproved or should the Finance Committee fail for any reason to determine the budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year or until a budget has been approved at a regular or special meeting of the Association.

8.03 APPROVAL OF BUDGET AND ASSESSMENT. Each year's budget and assessment shall be approved at the Annual Meeting or as soon as practicable thereafter.

8.04 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy in any year a special assessment applicable only to that year for the purpose of defraying in whole or in part the cost of any utilities, operating expenses, construction, reconstruction, repair, or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto. Special assessments shall be proposed and approved in the same manner as provided in sections 8.02 and 8.03, with the same prior notice, at any regular meeting. Such special assessment may be payable in installments over a period of not more than three years.

ARTICLE IX MISCELLANEOUS

9.01 INSPECTION. The Covenants, Bylaws, books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and any holder of a first mortgage on any lot.

9.02 FISCAL YEAR. The fiscal year of the Association shall be coterminous with the calendar year.

9.03 AUDIT. The books of the Association shall be open to inspection by any Member upon a 5-day written notice to the Treasurer or his/her designee. After consideration of the Treasurer's detailed report at the Annual Meeting, a majority of the Board may decide to order an audit of the Association's books. In that case, the Finance Committee chair shall within 90 days make arrangements for an audit at the Community's expense.

9.04 CONFLICTS. In the event of conflicts between the laws of Georgia, the Covenants, and these Bylaws, the Georgia laws and the Covenants shall control in that order.

9.05 INVALIDITY. If any part of these Bylaws is determined by a tribunal or administrative body having jurisdiction over such matters to be invalid, such invalidity shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of these Bylaws.

9.06 GEORGIA LAW. The provisions of these Bylaws shall be governed in interpretation and enforcement by the laws of the State of Georgia.

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

9.08 GENDER AND GRAMMAR. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

- 9.09 AMENDMENT. These Bylaws may be amended by the affirmative vote of at least three-fourths (3/4) of the Lot Owners, cast in person or by proxy at a duly called meeting of the Membership or by written ballot, as hereinabove provided. Each Member shall be given prior, written notice of any such meeting, and such notice shall specify as an agenda item the proposal to amend these Bylaws and include a copy of the proposed amendments to the Bylaws. An amendment shall become effective when it is certified by the President and Secretary of the Association and recorded in the land records of Clarke County, Georgia.
- 9.10 NOTICES TO MORTGAGE HOLDERS. Upon written request to the Association identifying the name and address of the mortgage holder, insurer, or guarantor and the lot number and address of the Lot Owner, any mortgage holder, insurer, or guarantor of a first mortgage on a lot shall be entitled to timely written notice from the Association of:
- A. Any condemnation or casualty loss that affects either a material portion of the Association or the lot securing its mortgage.
 - B. Any sixty (60) calendar day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
 - C. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
 - D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

[END OF BYLAWS]

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CERTIFICATION

IN WITNESS WHEREOF, the undersigned directors and officers of Kenney Ridge Community Association, Inc., hereby certify that the above-stated amendments to and restatements of the Bylaws were duly adopted by the required affirmative vote of the owners of at least seventy-five percent (75%) of the voting membership after all required notices were duly given and numerous meetings, discussions, mediations, and other opportunities for participation were held by and for the members of Kenney Ridge Community Association, Inc.

This _____ day of _____, 2014.

KENNEY RIDGE COMMUNITY ASSOCIATION, INC.:

By: _____
Chet Thomas, President

Attest: _____
Dave Lindsay, Secretary

[CORPORATE SEAL]

Board of Directors:

Chet Thomas, President

Nancy Hunter, Vice-President

Liz Conroy, Treasurer

Dave Lindsay, Secretary