



**Birmingham Manor Homeowners Association, Inc  
Alpharetta, Georgia  
County Of Cherokee**

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**BY-LAWS**  
**of the**  
**Birmingham Manor Homeowners Association, Inc.**  
**Alpharetta, Georgia 30004**  
**Cherokee County, Georgia**  
**July 17, 2005**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is BIRMINGHAM MANOR HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as BMHA. The principal office of the corporation shall be the home address of the Secretary of the Association. Meetings of members and directors may be held at such places within the State of Georgia, Cherokee County and the immediately surrounding counties, as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

**Section 1.** “BMHA” shall mean and refer to the BIRMINGHAM MANOR HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2.** “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and additions as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 4.** “Lot” shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including the Common Area.

**Section 7.** “Member” shall mean and refer to those persons entitled to membership as provided in Article IV of the By-Laws.

**Section 8.** “Proxy” and “Proxies” as used herein shall mean and refer to the use of official absentee ballots by a member owner to cast a vote on a specific item at a meeting of the Association.

### **ARTICLE III PURPOSE**

The purpose of the BMHA is to plan and carryout projects and activities intended to promote the safety, aesthetics, health and pleasures of living within the Birmingham Manor Subdivision, for the common benefit of the residents. A primary mission of the BMHA is to enhance, preserve and maintain the property values within the Birmingham Manor Subdivision, in accordance with guidelines stipulated in the Declaration of Covenants.

### **ARTICLE IV MEMBERSHIP**

**Section 1. *Membership Defined.*** The owner or joint owners of a lot in Birmingham Manor Subdivision, whether an individual(s), partnership, corporation, or otherwise, shall automatically be members of the BMHA. However, regardless of how any lot is owned, there shall only be one vote per lot in the BMHA.

**Section 2. *Membership Duration.*** A member shall continue to be a member as long as he/she remains the owner of a lot(s) in Birmingham Manor Subdivision. The execution of a deed to secure debt or a mortgage on such lot(s) shall not divest the owner of membership.

**Section 3. *Voting Privileges.*** Each member of the BMHA in good standing shall be entitled to one (1) vote for each lot owned in the Birmingham Manor Subdivision. "Good Standing" shall refer to conditions specified in Section 3.05 of the Declaration of Covenants.

**Section 4. *Responsibilities.*** The members of the BMHA, in meeting assembled, shall elect the members of the Board of Directors; shall established general policies for the administration of the Association; shall give general lines of direction to the Board of Directors by receiving and acting on reports from the Board; and, shall have the sole power to amend the Declaration of Covenants and these By-Laws.

## **ARTICLE V MEETINGS**

**Section 1. Annual Meeting.** The Annual Meeting of the BMHA shall be held on the Second (2<sup>nd</sup>) Sunday following the New Years Day holiday each year at the time and location designated by the Board of Directors, in accordance with Article I of the By-Laws. In the event that the specified date for the Annual Meeting is not suitable due to unforeseen conflict(s), the Board of Directors may select another meeting date within the month of January. Actions mandated at the Annual Meeting will include: the election of Board members/Officers; the review of the past year financial statements; the adoption of a line item budget for the coming fiscal year; and, the receipt of, and action upon, reports from standing or single-purpose committees.

**Section 2. Special Meetings.** Special Meetings of the members for any purpose or purposes may be called by the Board of Directors or by the written request of one-fourth (1/4) of the members entitled to vote at the meeting. Such meeting(s) shall be held in the place designated in the notice of such meeting. Only business mentioned in the notice of a special meeting may be transacted.

**Section 3. Meeting Notices.** Written notice stating the date, hour and place of the Annual Meeting, and, in the case of special meeting, the purpose or purposes of the meeting, shall be delivered to each member entitled to vote at the meeting not less than fourteen (14) days nor more than sixty (60) days before such meeting either personally or by mail at the discretion of the Board of Directors. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member(s) at the address last listed with the Secretary of the BMHA.

### **Section 4. Quorum Defined.**

- a) **Simple Majority.** The presence at any called meeting of the BMHA of 20 members entitled to vote at such meeting shall constitute a quorum for conducting business, except as may otherwise be provided in the Articles of Incorporation, the Declaration of Covenants or these By-Laws. If a vote on any matter is to be taken at the meeting, and if approved absentee ballots covering said matter(s) have been received by the Secretary of the BMHA, then these absentee ballots shall be considered as “present” in determining if a quorum exists for each matter subject to a vote. If a quorum is present, an action may be adopted by a simple majority affirmative vote. If a quorum is not present to conduct business at any meeting, or portion of a meeting, the members entitled to vote who are present shall have the power to adjourn the meeting until such time as the number of members required to meet the original quorum is present, without further notice to the members of the Association other than an announcement at the adjourned meeting. Provided, however, that if an adjourned meeting is not reconvened within a period of seven (7) days from the date of the initial meeting, the Notice of Meeting covered in Section 3 will apply.

**Simple Majority (con't)**

In addition, if the required quorum is not present, another meeting covering the same topics may be called subject to the same Notice of Meeting requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the initial meeting. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting.

- b) Super Majority.** Actions proposed to be taken under Sections 4.04 (c) and 4.05 (b) of the Declaration of Covenants require a larger meeting quorum than described in Section 4.(a) above. If prior to the Annual Meeting, or a Special Meeting called for the specific purpose, the Board of Directors presents a budget or capital project(s) which would require a special assessment or an annual dues increase greater than ten (10) percent more than the current annual dues, plus an amount equal to the percentage increase over the past twelve (12) months in the CPI-U, a quorum of 24 members, present in person or by a signed absentee ballot, is required to conduct business. Adoption of any such proposal then requires a two-thirds (2/3) affirmative vote of those present at the meeting or represented by absentee ballot. The quorum rules covered in Section 4.(a) above regarding adjourned or re-scheduled meetings shall also apply to this Section.

**Section 5. Absentee Voting.** At all meetings of the members of the BMHA, each member entitled to vote may do so in person or by the use of an authorized absentee ballot form approved by the Board of Directors. While attendance at all meetings of the BMHA is encouraged, there may be unavoidable circumstances which prevent attendance by a member(s). The Secretary of the BMHA will prepare an appropriate absentee ballot prior to each meeting where a vote on any matter(s) is anticipated. If this ballot is completed, signed and returned to the Secretary of the BMHA prior to Noon on the day of the meeting, the votes will be cast as directed on the ballot. Absentee ballots cast at an initial meeting will remain valid at adjourned or subsequent re-scheduled meetings covering the same items requiring a vote.

**Section 6. Meeting Procedure.** Robert's Rules of Order, latest edition, shall be the governing parliamentary law of the BMHA, except as otherwise explicitly provided in the By-Laws, or when not in conflict with the laws of the State of Georgia or the Declaration of Covenants. At each meeting of the members, the minutes and financial reports from the preceding meeting shall be approved.

**Section 7. Amending the Declaration of Covenants.** In accordance with ARTICLE IX, Section 9.03 of the Declaration of Covenants, Conditions and Restrictions, the affirmative votes of 2/3 (26) of the total votes (39) in the Association are required to revise or delete any portion of the Declaration of Covenants, regardless of the number of members in attendance or quorum at any meeting.

**ARTICLE VI**  
**NOMINATION AND ELECTION OF DIRECTORS AND OFFICERS**

**Section 1. Nominations.** Nominations for election of members to the Board of Directors and as Officers shall be made by a Nominating Committee, consisting of a Chairperson and one additional member of the Association, appointed by the President. Nominations may also be made from the floor at the Association's Annual Meeting, with the written consent of the nominee. No current Officer or Director or ex-officio member of the Board shall serve on the Nominating Committee. Appointments to the Nominating Committee will be announced by the President no later than sixty (60) days prior to the Annual Meeting. Members of the Nominating Committee will serve until the close of the Annual Meeting.

**Section 2. Elections.** Election as an Officer and/or member of the Board of Directors of the BMHA shall be by secret ballot at the Annual Meeting of the Association. At such election, members may vote in person or by absentee ballot for each vacancy to be filled. The persons receiving the largest number of votes for each position shall be elected.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

**Section 1. Board Description.** There shall be a Board of Directors consisting of at least three, but not more than five, members of the Association. Three of these Board members will also serve as Officers of the Association and will manage the affairs of the Association. The Directors will be elected at the Annual Meeting of the BMHA from candidates nominated by a Nominating Committee appointed by the President or by nominations from the floor. The term of office for each Director shall be two (2) years. All Directors must be, and remain, members in good standing of the Association. Under no circumstances will two members of the same BMHA household be permitted to serve on the Board of Directors at the same time. However, one household member can serve on the Board of Directors while another household member is serving as a committee chairperson or member.

**Section 2. Directors Liability.** No Director of the Association shall have any personal liability arising out of an action at law, whether on behalf of or against the Association or otherwise, for monetary damages related to his/her duties as a Director, if such duties were performed in good faith; provided, however, that the foregoing shall not limit or eliminate the personal liability of a Director with respect to: (i) any acts or omissions that such Director, at the time of such occurrence, knew or believed were in conflict with the best interests of the Association; (ii) any liability under Section 14-3-801 of the Georgia Code; or (iii) any improper personal benefit. Improper personal benefit as used herein does not include compensation to a Director for expenses incurred in the conduct of legitimate Association business. Each Director/Officer of the BMHA will be covered by a standard Home Owners Association liability insurance policy, paid in full by the Association.

**Section 3. Committees.** The Board of Directors may from time to time establish committees to assist in the carrying out of the purposes of the Association. The President of the Association shall appoint the members and, with the exception of the Architectural Control Committee (ACC), the chairpersons to serve on such committees. In accordance with the Declaration of Covenants, the appointed members of the ACC shall elect their own chairperson. These committees may include, but are not limited to: (1) the Architectural Control Committee; (2) the Landscape Committee; (3) the Social Committee; and (4) the Welcome Committee. The Chairperson of any committee established under this Section shall serve the same term length as the President. The President of the Association shall serve as an ex-officio member on all committees, except the Nomination Committee and Audit Committee. The members of any committees established under this Section shall hold these positions, have such authority and perform such duties as the Board of Directors may from time to time determine. The chairperson of all committees shall report to the membership at the BMHA Annual Meeting. In accordance with ARTICLE V, Section 5.03 of the Declaration of Covenants, the Architectural Control Committee shall maintain both a record of voters and minutes for each of its meetings. Copies of these documents shall be transmitted to the Association Secretary and made part of the Association's permanent records.

**Section 4. Meetings.** Regular meetings of the Board of Directors shall be held at least two (2) times during the year, at such time and place within the State of Georgia, County of Cherokee, as determined by the Board. Special meetings of the Board of Directors shall be held when called by the President/Chairperson of the Association or at the request of any two Directors/Officers.

**Section 5. Meeting Notices.** Notice of any Board meeting shall be given by oral or written notice delivered personally or by telephone at least seventy-two (72) hours prior to the meeting. The required notice for a meeting of the Board of Directors may be waived by the unanimous consent of the Directors given verbally or in writing.

**Section 6. Quorum.** A majority of the number of Directors on the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting shall be regarded as the act of the Board.

**Section 7. Meeting Conduct.** The President of the Association, or in his/her absence the Secretary, shall call a meeting of the Board of Directors to order and shall act as chair of the meeting. The Secretary of the Association shall act as secretary and keep minutes of all regular meetings of the Board of Directors, and at any special meeting called for the purpose of: a) taking any legal action involving the Association; b) taking any action against an Association member in response to a request from the Architectural Control Committee; c) establishing any new policy(s) which might impact members of the Association; or d) approving any monetary expenditure not specifically covered by the approved annual budget.

**Section 8. Vacancies.** Any vacancy occurring on the Board of Directors, whether by resignation, death or removal, shall be filled by the remaining members of the Board, provided there are at least two such remaining members. The member so appointed to fill such a vacancy shall serve until the next Annual Meeting of the BMHA, at which time a replacement shall be elected to the position by the membership. In the event of a vacancy in the office of President, the Secretary shall assume the office of Interim President until a new President is appointed by the Board of Directors.

**Section 9. Resignation.** Any Director/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. If the Treasurer of the Association resigns prior to the end of his/her specified term of office, an audit of the Association financial records should be performed prior to the appointment of a new person to the position.

**Section 10. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote (20) of all the members of the Association.

**Section 11. Past President Serves As Ex-Officio Board Member.** The immediate Past President of the BMHA shall serve on the Board of Directors for one term as an ex-officio member. The immediate Past President will serve as an advisor and consultant only and will have no voting privileges.

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

**Section 1. Powers.** The Board of Directors of the Birmingham Manor Homeowners Association, Inc. shall have the power to:

- a) Adopt and publish rules and regulations governing the use of the Common Area and Facilities; the personal conduct of members and their guests thereon; and to establish penalties for infractions thereof.
- b) Adopt and publish policies regarding the use of the Common Area and Facilities by non-members and any dues or fees payable to the BMHA for such use by non-members.
- c) Suspend the voting rights and right to use the Common Area and Facilities of any member during any period in which such member shall be in default in the payment of dues and/or any special assessment levied by the BMHA. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for the infraction of published rules and regulations; provided, however, that such action may not be used to deny any member an opportunity to cast a vote regarding annual or special assessments at the Annual Meeting.

- d) Exercise for the BMHA all powers, duties and authority vested in or delegated to the BMHA and not specifically reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Covenants.
- e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive meetings of the Board of Directors.
- f) Employ independent contractors or such other employees as they deem necessary, and to prescribe their duties; provided, however, that funding for such contractors or employees must be approved in accordance with Article XI, Sections 2 and 3.

**Section 2. Duties.** It shall be the duty of the Board of Directors of the Birmingham Manor Homeowners Association, Inc. to:

- a) Keep a complete record of all its acts and corporate affairs, and to present a statement thereof at the Annual Meeting of the members, or at any special meeting, when such a statement is requested in writing by ten (10) members of the BMHA who are entitled to vote.
- b) Supervise all Officers, agents and employees of the BMHA, and to see that their duties are properly performed.
- c) Recommend to the members, through an annual budget presentation, the amount of annual assessment against each lot for an annual assessment period.
- d) Send written notice to each lot owner, upon acceptance of the recommended annual budget and the establishment of the annual assessment against each lot, in accordance with the provisions of ARTICLE XI, Section 4 of these By-Laws.
- e) Maintain the Common Area; Recommend to the members, at the Annual Meeting, or at a special meeting called for the purpose, any special assessment required to construct, repair or maintain any facilities comprising the Common Area.
- f) Send written notice to each lot owner, upon acceptance of the need for and costs of any recommended special facilities project by the members, indicating the required special assessment against each lot, at least ninety (90) days in advance of the due date of said special assessment.
- g) Take such legal actions as are authorized in Section 4.07 and Section 8.03 of the Declaration of Covenants against any lot owner who does not pay within fifteen (15) days after the due date of either an annual assessment or special assessment, approved in open meeting by the required percentage of the members entitled to vote.

- h) Issue, or cause an appropriate Officer to issue upon demand by any member or non-member, a certificate setting forth whether or not an assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board of Directors for the issuance of such a certificate to a non-member.
- i) Procure and maintain adequate liability and hazard insurance on property owned by the BMHA.
- j) Cause all Officers and/or employees having fiscal responsibilities to be bonded as required elsewhere in these By-Laws or as the Board deems appropriate.
- k) Expend funds of the Association in accordance with Article XI of these By-Laws.
- l) Prepare and distribute prior to November 15<sup>th</sup> of each year a written survey to all the members of the BMHA. The purpose of the survey and related questionnaire will be to solicit input from the Association members regarding community needs and priorities. The responses to the survey will assist the Board of Directors in preparing the line-item budget to be presented at the BMHA Annual Meeting in January of the following year. The deadline for returning the completed survey forms to the Association Secretary shall be December 10<sup>th</sup>.

## **ARTICLE IX OFFICERS**

**Section 1. Officer Descriptions.** There shall be three Officers of the BMHA, including a President, Secretary and Treasurer. These three Officers will also serve as the Board of Directors of the Association and will manage the affairs of the Association. The Officers will be elected at the Annual Meeting of the BMHA from candidates nominated by a Nominating Committee appointed by the President or by nominations from the floor. The term of office for each Officer shall be two (2) years. All Officers must be, and remain, members in good standing of the Association. No member of the Association may hold more than one office at the same time. An officer may be re-elected for an unlimited number of two-year terms.

### **Section 2. Duties.**

- a) **President.** The President shall preside at all meetings of the BMHA; shall serve as Chairperson of the Board of Directors; shall see that orders and resolutions of the membership and Board are carried out; shall sign all contracts and other written documents; and, shall co-sign all checks from the BMHA written for \$100.00 or more. The President shall appoint committee chairpersons, and serve as an ex-officio member on all committees, except the Nomination Committee and Audit Committee.

- b) Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; mail to each member of the BMHA, following a meeting of the Board of Directors or members, a copy of the minutes of such meeting; keep the corporate seal of the BMHA and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the BMHA, together with their addresses and telephone numbers; and shall perform such other duties as required by the Board. In the absence of the President, the Secretary shall co-sign all checks from the BMHA written for \$100.00 or more.
- c) Treasurer.** The Treasurer shall receive and deposit in a bank insured by the FDIC and designated by the Board of Directors all monies of the BMHA, and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks of the BMHA; shall keep proper books of all accounts; shall cause an annual audit of the BMHA books to be made by the Secretary and one other member of the Association at the completion of each fiscal year; and, shall prepare an annual BMHA budget to be distributed to all members prior to the Annual Meeting for action at said meeting. The annual budget will consist of a statement of anticipated revenue, together with a line item description of proposed expenditures. The Treasurer will be bonded for an amount appropriate to cover the Association funds under his supervision.

**Section 3. Officers Liability.** No Officer of the Association shall have any personal liability arising out of an action at law, whether on behalf of or against the Association or otherwise, for monetary damages related to his/her duties as an Officer, if said duties were performed in good faith; provided, however, that the foregoing shall not limit or eliminate the personal liability of an Officer with respect to: (i) any acts or omissions that such Officer, at the time of such occurrence, knew or believed were in conflict with the best interests of the Association; (ii) any liability under Section 14-3-801 of the Georgia Code; or (iii) any improper personal benefit. Improper personal benefit as used herein does not include compensation to an Officer for expenses incurred in the conduct of legitimate Association business.

Each Officer/Director of the BMHA will be covered by a standard Home Owners Association liability insurance policy, paid in full by the Association.

**Section 4. Vacancies.** Any vacancy occurring among the Officers of the BMHA, whether by resignation, death or removal, shall be filled by the Board of Directors, provided there are at least two remaining members of the Board. The member so appointed to fill such a vacancy shall serve until the next Annual Meeting of the BMHA, at which time a replacement shall be elected to the position by the membership. In the event of a vacancy in the office of President, the Secretary shall assume the office of Interim President until a new President is appointed by the Board of Directors.

**Section 5. Resignation.** Any Officer/Director 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. If the Treasurer of the Association resigns prior to the end of his/her specified term of office, an audit of the Association financial records should be performed prior to the appointment of a new person to the position.

**Section 6. Removal.** Any Officer may be removed from his/her position, with or without cause, by a majority vote of the members of the Association.

**Section 7. Compensation.** No officer shall receive compensation for any service he/she may render to the BMHA. However, any Officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

## **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the BMHA shall at all times during reasonable business hours be available for inspection by any Association member in good standing. The Articles of Incorporation, Declaration of Covenants and By-Laws of the BMHA shall also be available for review by any member in good standing of the Association.

## **ARTICLE XI FINANCIAL MATTERS**

**Section 1. Fiscal Year.** The fiscal year and budget year of the Birmingham Manor Homeowners Association, Inc. shall be January 1<sup>st</sup> through December 31<sup>st</sup> of each year.

**Section 2. Annual Budget.** The Board of Directors shall prepare a line item budget for presentation at the Annual Meeting of the BMHA. This Annual Budget shall include: a) budgeted costs for the current fiscal year; b) the actual amount expended for each budgeted item during the current fiscal year, through the date that the proposed budget is prepared for transmittal to the membership prior to the Annual Meeting; and c) the recommended budget costs for each item during the coming fiscal year. An analysis of revenue, including monies on hand plus anticipated revenues during the coming fiscal year, shall also be included. The budget should reflect the entire range of improvements, maintenance and administrative costs to be incurred by the BMHA during the coming fiscal year. Individual expense items should be identified with as much specificity as possible. The proposed Annual Budget shall be included with the notice of the Annual Meeting.

**Section 3. Contracts.** No written or verbal contract obligating the BMHA, in a cumulative amount greater than \$1000.00, that is not specifically included in the approved annual budget, shall be executed by the Board of Directors or Officers of the BMHA without approval of the members eligible to vote at a Special Meeting, in accordance with Article V, Section 4 of these By-Laws. The Board of Directors shall maintain an itemized list of all contracts involving the BMHA greater than \$300.00. This list shall be included in the annual budget presentation.

Any single or cumulative contract or agreement for products or services, obligating the BMHA in an amount greater than \$1000.00, shall require three (3) written bids from reputable contractors, who shall present evidence of liability insurance and a business license from the county in which the business is located. The Board of Directors shall accept the lowest bid, unless there is sufficient cause and reason to act differently. If a bid other than the lowest bid is accepted, the Board of Directors shall provide a written explanation of such action to the members.

**Section 4. Annual Assessment.** Upon adoption of the annual budget by the members at the Annual Meeting of the BMHA, each member shall be assessed a pro-rata share of the entire budget, including monies allocated for a reserve fund. A statement indicating the amount of the annual assessment shall be mailed by the Treasurer to each member no later than ten (10) days following the adoption of the annual budget. The due date on the statement shall be no less than thirty (30) days following the adoption of the annual budget. In accordance with Section 8.03 of the Declaration of Covenants, the assessment shall be due and payable in full within fifteen (15) days of the due date shown on the statement. Failure to pay the annual assessment by this latter date shall constitute an enforceable violation of Section 4.07 of the Declaration of Covenants.

**Section 5. Financial Audit.** The financial records of the Treasurer shall be audited prior to the Annual Meeting by a committee appointed by the President. This committee shall be composed of the BMHA Secretary and one other member in good standing who is not currently an Officer or Director.

## **ARTICLE XII AMENDMENTS AND CONFLICT RESOLUTION**

**Section 1. Amendments.** These By-Laws may be amended or repealed and new By-Laws adopted by affirmative vote of twenty (20) members of the BMHA entitled to vote at the Annual Meeting or at a special meeting called for the purpose of revising the By-Laws. Proposals for any changes of the By-Laws may be initiated by either the Board of Directors or by written request submitted to the Board of Directors and signed by at least twenty (20) members of the BMHA in good standing.

**Section 2. Conflict Resolution.** In the case of any conflict between the Articles of Incorporation for the BMHA and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration of Covenants for the BMHA and these By-Laws, the Declaration of Covenants shall control.

**CERTIFICATION**

I, the undersigned, Sherry DeLoach, do hereby certify that I am the duly elected Secretary of the BIRMINGHAM MANOR HOMEOWNERS ASSOCIATION, INC., a Georgia Corporation, and, that the foregoing By-Laws were duly adopted at a General Meeting of the Membership of the Birmingham Manor Homeowners Association, Inc. held on the 17<sup>th</sup> day of July, 2005.

\_\_\_\_\_  
Sherry DeLoach

\_\_\_\_\_  
Date