

Mt. Vernon Estates Homeowners Association, Inc.

Covenants and By-laws

1. **Name and Location:** The name of the Association is **MT. VERNON ESTATES HOMEOWNERS' ASSOCIATION, INC** (referred to as the Association).
2. **References:** The Board of Directors and Each Lot Owner will comply with these **Covenants, By-Laws**, and the following **Ordinances** and **Codes**:
 - 2.1. Code Of Ordinances County of Douglas, Georgia:
https://library.municode.com/ga/douglas_county/codes/code_of_ordinances
 - 2.2. Unified Development Code, County of Douglas, Georgia:
<https://www.celebratedouglascounty.com/612/Unified-Development-Code>
 - 2.3. Georgia Code, Article 6 Property Owners' Associations (§§ 44-3-220 — 44-3-235): <https://law.justia.com/codes/georgia/2022/title-44/chapter-3/article-6/>
3. **Definitions**
 - 3.1. **Property owners' association** or "association" means a corporation formed for the purpose of exercising the powers of the property owners' association created pursuant to this article.
 - 3.2. **Lot** means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for a development and subject to a declaration.
 - 3.3. **Lot owner** means one or more persons who are record title owners of a lot.
 - 3.4. **Common expenses** mean all expenditures lawfully made or incurred by, or on behalf of, the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the instrument.
 - 3.5. **Insurance** shall mean and refer to policies or insurance which the Association may procure, including but not limited to policies of insurance names the Association, its office and ensuring against liability incurred in the operations of the Association including but not limited to liability arising out of the ownership and maintenance of Common Area.
 - 3.6. **Board of directors** or "**board**" means an executive and administrative body, by whatever name denominated, designated in the instrument as the governing body of the association.

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3.7. **Officer** means an officer of the association (see additional details in section 5.5).

3.8. **Financial Statement:** Document which details Beginning Cash Balance, Itemized Income, Itemized Expenditures, and Current / Final Cash Balance of the Association. The Financial Statements presented at the Annual Meeting will include Previous Fiscal Year, Current Fiscal Year, and "Proposed" Next Fiscal Year. The Fiscal Year for the Association will run on the calendar year, from January 1st to December 31st of each Year.

4. **Association Meetings and Notices thereof:** Meetings of the members of the association shall be called at least once annually. Notice shall be given to each lot owner at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting and shall state the time, place, and, for any special meeting, purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, and/or issued electronically to all lot owners of record at such address or addresses as designated by such lot owners or, if no other address has been so designated, at the address of their respective lots. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the association shall be made to the lot owners.

4.1. Quorums at Meetings

4.1.1. **Board of Directors:** The presence of persons entitled to cast one-half of the votes of the board of directors shall constitute a quorum.

4.1.2. **Annual Association Meeting:** The presence of persons entitled to cast one-half of the votes of the board of directors and three Lot Owners shall constitute a quorum.

5. Board of Directors and Officers:

5.1. **President:** The President shall preside at all meetings of the Board; shall see that the orders and resolutions of the Board are carried out; shall sign all written instruments, and shall co-sign all checks and promissory notes.

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- 5.2. **Vice President:** The Vice President shall act in the place and stead of the President in the event of their absence, inability, or refusal to act, and shall exercise and discharge such other duties as my required of them by the Board.
- 5.3. **Treasurer:** The Treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all check and promissory notes of the Association; keep proper books of account; shall prepare an annual budget a statement of income and expected expenditures, to be presented / provided to the Membership at is regular annual meeting; track current and past-dues and deliver a copy of each to the Members.
- 5.4. **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceeding of the Board and of the Members; serve notice of meeting of the Board and of the Members; and shall perform such other duties as required by the Board. These permanent records shall be stored electronically by the Secretary.
- 5.5. **Qualifications of an Officer:**
- 5.5.1. A homeowner / full-time resident within the association, having been a homeowner for a period of at least two years (730 days), prior to assuming duties as a board member;
 - 5.5.2. Eighteen (18) years or older prior to assuming duties as a board member;
 - 5.5.3. In good standing for paying dues, without any outstanding HOA annual dues or related fines for late payment, prior to running for the board.
- 5.6. **Terms for Board of Directors and Officers:** HOA board of directors shall serve in their position for a term of at least two years' time, with the option to continue in the position for future two-year terms if no other candidates wish to run or are eligible for candidacy.
- 5.7. **Resignation or Removal of an Officer:** 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

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resignation shall take effect on the date of receipt of such notice or at any later times specified therein.

6. Property Rights

- 6.1. **Mandatory Membership:** Every Owner of a lot which is subjected hereto shall be a member of the Mt. Vernon Estates Homeowners Association. Membership shall be appurtenant to, and may not be separated from, ownership of any lot.
- 6.2. **Association Dues:** Homeowner's dues are established at One Hundred Dollars (\$100) per year. Increases in Homeowner's Dues must be voted on at an **Annual** Mt. Vernon Estates Homeowners Association Meeting. A simple majority of the quorum present will decide the proposed increase.
- 6.3. **Purpose of Association Dues:** The Association Dues provided for herein shall be used for the purpose of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots in the Subdivision, and in particular for the improvement, maintenance, and operation of the Common Property. This includes, but is not limited to, payment of taxes and insurance, repair, replacement and additions to the Common Property.
- 6.4. **Non-Payment of Association Dues:** Any assessment, or portion thereof, not paid when due shall be delinquent.
- 6.4.1. A late or delinquency charge not in excess of the greater of \$10.00 or 10 percent of the amount of each assessment or installment thereof not paid when due.
- 6.4.2. At a rate not in excess of 10 percent per annum, interest on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable.
- 6.4.3. The costs of collection, including court costs, the expenses required for the protection and preservation of the lot, and reasonable attorney's fees actually incurred.
- 6.5. Each **Lot Owner**, by their acceptance of a deed or other conveyance to a Lot, vests in the Association the right and power to bring all actions against them personally for the collection of such charges as a debt and / of foreclose the

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aforesaid lien against their lot in the same manner as other liens for the improvement of real property. The lien of the assessments provided for in this section shall be prior and superior to all other liens except

6.5.1. Liens for ad valorem taxes on the lot;

6.5.2. The lien of any first priority mortgage covering the lot and the lien of any mortgage recorded prior to the recording of the declaration; or

6.5.3. The lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the lot.

6.6. Limitation of Liability: The Association shall not be liable for injury or damage caused by any latent condition of Common Property and facilities nor for injury or damage caused by the elements, its members or other persons, nor shall any officer or Director of the Association be liable to any of its members for injury or damage caused by such officer or director in the performance of their duties unless due to the willful malfeasance of such officer or Director. Each Officer or Director of the Association shall be indemnified by the Association against all expense and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been an officer or director. Provided, however, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves each settlement reimbursement as being in the best interest of the Association.

7. Architectural Control

7.1. Architectural, Maintenance and Use Restrictions: The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Association.

7.2. Residential Purpose and Use: All Lots shall be used for and devoted to use as single family residences, and property use must be in compliance with applicable Douglas County Code and Ordinances.

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- 7.3. **Subdivision of Lots:** No Lot shall be subdivided, nor shall the boundary lines of any Lot be altered without approval of the Board of Directors and compliance with processes and procedures of the **The Douglas County Planning and Zoning Board**.
- 7.4. **Approval of Improvements:** No improvement or structure, including by way of illustration and not by way of limitation, house, building, wall, fence, pavement, driveway, sidewalk, parking area, swimming pool or tennis court shall be constructed, placed, erected, altered, or added to without approval of the Board of Directors and compliance with processes and procedures of the **The Douglas County Planning and Zoning Board**.
- 7.5. **Utilities:** As examples, items on a single lot such as Windmills, HAM Radio Towers, TV Antennas/Satellites shall not exceed size and height limitations and must be in compliance with applicable Douglas County Code and Ordinances.
- 7.6. All clotheslines, woodpiles, garbage containers and the like shall be located, or screened, so as not to be conspicuously visible from any vantage point on the street.
- 7.6.1. As a General Rule, the owner, manager, resident, tenant or user of approved rubbish containers shall place such container at curb for pick-up no earlier than the night before pick-up and shall remove container from curb area no later than the same day as pick-up (See Sec. 11-68. - Code Of Ordinances County of Douglas).
- 7.6.2. No debris, trash, rubbish shall be allowed to accumulate on any Lot. All garbage, rubbish, and refuse shall be regularly removed from each lot.
- 7.7. No **Fuel or Water tanks**, or similar receptacles may be exposed to view from the street on which the house served thereby fronts. Such devices and receptables shall be shielded or screened. Such devices and receptables will require approval of the Board of Directors and compliance with processes and procedures of the **The Douglas County Planning and Zoning Board**.
- 7.8. No **Mobile Homes, House Trailers, Tents, Shacks, Barns, or Temporary Structures** shall be placed on any lot. No **Motor Homes, Truck Campers,**

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Trailer Campers, or Boat Trailers shall be parked, placed or maintained in any area where they are not screened or shielded from view by neighboring lots or streets. Accessory Buildings may be permitted if approved the Board of Directors and compliance with processes and procedures of **The Douglas County Planning and Zoning Board**.

7.9. No **Commercial Signs** or **Public Advertising Signs** are allowed.

Notwithstanding the forgoing, "**For Sale**," "**For Rent**," and "**Political Campaign Advertising Signs**" are allowed. The allowed type of signs shall not be illuminated, not larger than 18 inches by 24 inches per side, and may be double-faced.

7.10. **Mailboxes** will be Standard Metal Mailboxes, attached to a standard Mailbox Post. All Mailboxes and Posts will be painted Black.

8. **Animals** (For reference see Chapter 5 of Code of Ordinances County of Douglas, Georgia): Only common household pets may be kept on any lot. An owner of an animal shall maintain the area in which such animal is kept in such a manner as not to constitute either a private nuisance to adjoining property owners or a nuisance to the public generally. Pens or any areas in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors which would disturb any person residing within a reasonable distance of said premises, and the animals themselves shall be restrained in such a fashion that noise emanating therefrom shall not be disturbing to such persons.

8.1. If your Animal defecates on private property (other than the property of the owner of the animal) or on public property, the owner is required to clean up after their animal and properly dispose of the waste materials.

8.2. No animal shall be tied or tethered as a permanent measure of restraint. No animal shall be left unattended on a chain, lead, runner, cable, rope, leash or similar tethering device. (See Section 5-42a, Code Of Ordinances County of Douglas)

8.3. No **Fowl** are allowed. Fowl is defined as any warm-blooded, feathered, flying or nonflying animal.

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8.4. No **Livestock** are allowed. Livestock is defined as any animal that has hooves.

8.5. No Lot Owner shall own, keep, harbor or permit to be kept or harbored a **Wild or Exotic Animal** within the county, other than licensed animal establishments which are approved in writing by the animal control department, which licenses may be granted upon presentation of evidence satisfactory to the animal control department that appropriate safeguards for protection of the public are maintained.

9. **Nuisances:** Each Lot Owner shall maintain their lot in such a fashion as not to permit the development any unsafe, foul-smelling, unsightly, unclean or unhealthy condition. Undue noise and disturbances shall not be permitted.

10. **Property Maintenance and Appearance.** (See Section 11-62, Code of Ordinances County of Douglas) All Lots and the exterior of all improvements thereon shall be maintained in a safe, neat and attractive condition by their respective owners. Such maintenance shall include, by way of illustration but not by way of limitation, regular painting of exterior surfaces, properly maintaining, repairing, and replacing of gutters, roofs and paving materials, regular mowing of lawns and pruning of shrubbery and trees. It is the duty of the **owner, manager, resident, tenant or agent of property** to keep the property free from litter. Specific examples are:

10.1.1. Sidewalks, driveways, yards and parking areas must be kept clean.

10.1.2. Garbage container areas must be maintained in a clean condition.

11. **Parking.** (For reference see Sec. 14-82 of Code of Ordinances County of Douglas, Georgia): For non-emergency situations, no automobiles for over twenty-four (24) hours, and no school buses, vehicles over six (6) wheels, commercial vehicles, trailers, and other nonmotorized vehicle accessories for any length of time are allowed to be parked within the public right-of-way.