
BYLAWS
OF
THE OWNERS AT HAMPTON PLACE, INC.

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ARTICLE I

NAME AND LOCATION

The name of the corporation is "The Owners at Hampton Place, Inc.", hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 1377 Barclay Circle, Suite A, Marietta, Georgia 30060, but meetings of members and directors may be held at such places within the metropolitan Atlanta, Georgia area, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Owners at Hampton Place, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) and all personal property now or hereafter owned by the Association, or in certain instances over which the Association has been granted an easement or other interest, for the common use and enjoyment or benefit of the Owners and their lots.

Section 3. "Declarant" shall mean and refer to McDaniel Road Development Corporation, Inc., a Georgia corporation, its successors and assigns as provided in the Declaration.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions for Hampton Place applicable to the Properties and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 5. "Lot" shall mean and refer to any subdivided plot of land within the Properties intended for residential use and shown upon the Plat, as the same may now or hereafter be amended by Declarant, expressly excluding the Common Area, but expressly including any plot or plots of land intended for further subdivision by Declarant, which plots of land shall constitute one (1) Lot until so subdivided.

Section 6. "Member" or "member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

Section 7. "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Plat" shall mean and refer to that certain Final Plat of Phase One Hampton Place prepared by Watts & Browning Engineers, Inc., dated April 15, 1992, and recorded in Plat Book 55, Page 257, Gwinnett County, Georgia records, which Plat is incorporated herein by reference, as the same may be amended by Declarant from time to time in its sole discretion and recorded in the plat records of Gwinnett County, Georgia.

Section 9. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the date and at the time and place specified in the notice of the meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time only by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice by first-class or registered mail, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, a description of any matter or matters that are required to be approved by the Class A members, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, the votes of the Class B member, if any, and one-tenth (1/10) of the votes of the Class A membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No business shall be transacted at any meeting unless a quorum is present.

Section 5. Voting and Proxies. Voting rights of members shall be as set forth in the Articles of Incorporation of the Association and in the Declaration. At all meetings of members, each member may vote in person or by proxy, except that the vote of any member which is not a natural person shall be cast by proxy only. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Except as otherwise provided in the Articles of Incorporation of the Association, or in the Declaration or in these Bylaws, a majority of the votes entitled to be cast by all members present in person or by proxy and voting at a meeting of the members shall be necessary and sufficient to decide and act upon any question which shall come before the meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) directors, who need not be members of the Association, while the Class B membership shall exist. At such time as the Class B membership shall cease to exist, the affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association. Any provision in these Bylaws to the contrary notwithstanding, the Class B member shall have the right to appoint and remove any member or members of said Board of Directors and any officer or officers of the Association until the expiration or termination of the Class B membership, as provided in the Articles of Incorporation of the Association, at which time such rights shall automatically pass to the Class A members, including Declarant if Declarant then owns one or more Lots. The number of directors may be changed by amendment of these Bylaws.

Section 2. Term of Office. At the first annual meeting of the members following the termination of the Class B membership,

the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. After the termination of the Class B membership, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 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.

Section 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.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election 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. Such nominations may be made from among members or non-members.

Section 2. 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.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors 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 at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to all other powers provided herein, in the Articles of Incorporation of the Association, the Declaration or by law, and not in limitation, the Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area 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 any recreational facility situated upon any Common Area by 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; during the period of any suspension of voting rights of a member, the vote of such member shall not be counted for any purpose whatsoever;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, or by law;

(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;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided, however, that any management or other contract entered into by or on behalf of the Association during the period in which the Class B member has the right to appoint and remove the directors and officers of the Association shall provide that it is cancellable, with or without cause, by either party upon not more than sixty (60) days written notice at any time following the termination of the Class B membership; and

(f) create special committees, which shall have and exercise such powers as may be provided by resolution of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors, as it may deem appropriate, 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 at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration; to:

(i) fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment due date;

(ii) send written notice of each annual assessment to every Owner subject thereto; and

(iii) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to 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 liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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. There may be more than one vice-president.

Section 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.

Section 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 be disqualified to serve.

Section 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.

Section 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 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.

Section 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.

Section 7. Multiple Offices. Any two or more offices may be held by the same person, except the offices of president and vice-president, and president and secretary.

Section 8. Duties. The duties of the officers are as follows:

President

(a) 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 promissory notes.

Vice-President

(b) 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.

Secretary

(c) 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.

Treasurer

(d) 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, except that the Board of Directors, by unanimous consent, may authorize any one or more officers to sign checks of the Association and may require that any check be co-signed by more than one officer; 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 IX

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 1. Limitation of Liability. The personal liability of the Association's directors and officers shall be limited as provided in the Articles of Incorporation of the Association.

Section 2. Indemnification.

(a) Every person now or hereafter serving as a director or officer of the Association and any and all former directors and officers shall be indemnified and held harmless by the Association from and against any and all loss, cost, liability, and expense that may be imposed upon or incurred by him or her in connection with or resulting from any threatened, pending, or completed claim, action, suit, or proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, or investigative, in which he or she may become involved, as a party or otherwise, by reason of his or her being or having been a director or officer of the Association, or arising from his or her status as such, regardless of whether such person is acting in such capacity at the time such loss, cost, liability or expense shall have been imposed or incurred. As used herein, the term "loss, cost, liability and expense" shall include, but shall not be limited to, any and all costs, expenses (including attorneys' fees and disbursements), judgments, penalties, fines, and amounts paid in settlement incurred in connection with any such claim, action, suit, or proceeding if such person acted in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. If any such claim, action, suit, or proceeding is settled (whether by agreement, plea of nolo contendere, entry of judgment or consent, or otherwise) the determination in good faith by the Board of Directors of the Association that such person acted in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful, shall be necessary and sufficient to justify indemnification.

(b) The Association shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact he or she is or was a director, officer, employee, or agent of the Association, against expenses (including attorneys' fees and disbursements) and any other amounts now or hereafter permitted by applicable law actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Expenses incurred in any claim, action, suit, or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit or proceeding as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 3. Non-exclusive. The foregoing rights of indemnification and advancement of expenses shall not be deemed exclusive of any other right to which those indemnified may be entitled, and the Association, acting through its Board of Directors, may provide additional indemnity and rights to its directors, officers, employees and agents.

Section 4. Extent of Indemnity. The provisions of this Article IX shall cover claims, actions, suits and proceedings, civil or criminal, whether now pending or hereafter commenced and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. In the event of the death of any person having a right of indemnification or advancement of expenses under the provisions of this Article IX, such right shall inure to the benefit of his or her heirs, executors, administrators and personal representatives. If any part of this Article IX should be found to be invalid or ineffective in any proceeding, the validity and effect of the remaining provisions shall not be affected.

ARTICLE X

COMMITTEES

The Association, through its Board of Directors, may appoint an architectural committee, as provided in the Declaration, and a nominating committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual, special and other assessments and amounts, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of the lesser of (i) eighteen percent (18%) per annum or such other rate as the Board of Directors may from time to time establish, or (ii) the maximum rate of interest allowed therefor under the laws of the State of Georgia. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment or an action to foreclose the lien against the property, or both, and interest costs or other charges, plus any interest thereon and costs of collection and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Owners at Hampton Place, Inc.

ARTICLE XIV

AMENDMENTS

Section 1. Amendments. As long as there is a Class B member of the Association, as provided in the Articles of Incorporation thereof, these Bylaws may be amended unilaterally and at any time and from time to time by the Class B member without the approval of any other member (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties; (iii) if such amendment is required by an institutional or government lender, guarantor or purchaser of mortgage loans, including, by way of example and not limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, and the Veterans Administration, to enable such lender, guarantor or purchaser to make, guarantee or purchase mortgage loans on any portion of the Properties; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the Properties. In addition to the foregoing, these Bylaws may be amended, at a regular or special meeting of the members, by the affirmative vote of members entitled to cast a majority of the total votes of the Class A members, and the Class B member, if any. While there is a Class B membership, any amendment of these Bylaws shall require the approval of the Federal Housing Administration or the Veterans Administration, so long as required by either of them.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

END OF BYLAWS

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of The Owners at Hampton Place, Inc., a Georgia nonprofit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of May, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association as of the 1st day of May, 1992.

Vicki L Whitehead
Secretary