

SOUTHFIELD PLANTATION HOMEOWNERS' ASSOCIATION
BYLAWS

TABLE OF CONTENTS

ARTICLE	SECTION	PAGE
I.	NAME AND LOCATION	1
II.	DEFINITIONS	1
	1. Association	
	2. Common Area	
	3. Lot	
	4. Member	
	5. Owner	
	6. Declarant	
	7. Declaration	
	8. Properties	
	9. Cypress Lake	
	10. Waters Lake	
III.	MEMBERSHIP, MEETINGS OF MEMBERS	2
	1. Annual Meetings	
	2. Special Meetings	
	3. Notice of Meetings	
	4. Quorum	
	5. Proxies	
IV.	BOARD OF DIRECTORS, TERM OF OFFICE,	2
	1. Number	
	2. Term of Office	
	3. Removal	
	4. Compensation	

MEETINGS OF DIRECTORS,

5. Action Taken without a Meeting
6. Regular Meetings
7. Special Meetings
8. Quorum

NOMINATION AND ELECTION OF DIRECTORS

9. Nomination
10. Election
11. Ballot by Mail

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

12. Powers
13. Duties

COMMITTEES OF THE BOARD OF DIRECTORS

14. Committees
15. Duties of Committees

V. OFFICERS AND THEIR DUTIES 5

1. Officers
2. Election of Officers
3. Term
4. Special Appointments
5. Resignation and Removal
6. Vacancies
7. Duties

VI. ASSESSMENTS 6

1. Creation of the lien and Personal Obligation of Assessments
2. Purpose of Assessments
3. Special Assessments for Capital Improvements
4. Rate of Assessment
5. Quorum for and Action Authorized under Section 3
6. Date of Commencement of Annual Assessments Due Dates
7. Effect of Nonpayment of Assessments, Remedies of the Association
8. Subordination of the lien to Mortgages
9. Exempt Property

VII.	PROPERTY RIGHTS: RIGHTS OF ENJOYMENT	8
	1. Members' Easements of Enjoyment	
	2. Annual Yard Sale	
	3. Above Ground Pools (AGP)	
VIII.	BOOKS AND RECORDS	8
IX.	CORPORATE SEAL	9
X.	AMENDMENTS	9
XI.	MISCELLANEOUS	9
	1. Fiscal Year	
	2. Indemnification	
	3. Interpretation	
	4. Financial Responsibility for Legal Fees	

**BYLAWS OF
SOUTHFIELD PLANTATION HOMEOWNERS' ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is SOUTHFIELD PLANTATION ASSOCIATION INC., doing business as SOUTHFIELD PLANTATION HOMEOWNERS ASSOCIATION INC., hereinafter referred to as the "Association". The mailing address of the corporation shall be Box 322, Bonaire, GA. 31005. Meetings of members and directors may be held at such places within Houston County in the State of Georgia, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Southfield Plantation Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded Southfield Plantation Subdivision map of the Properties with the exception of the Common Area and streets dedicated to public use.

Section 4. "Member" shall mean and refer to those persons entitled to membership, as provided in the Declaration.

Section 5. "Owner" shall mean and refer to the record owner, 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 6. "Declarant" shall mean and refer to that declarant designated in the applicable set of covenants filed in the Clerk's Office, Houston County Superior Court.

Amendment 2009-01 (February 17, 2009) "Declarant" shall mean and refer to "that Declarant designated in the applicable set of covenants filed in the Clerk's Office, Houston County Superior Court."

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Houston County, Georgia. All provisions contained in the Declaration with regard to the rights, powers and duties of the Association, the Members, the Board of Directors and the Declarant are hereby incorporated into these bylaws by this reference, with the same effect as if such provisions were fully set forth herein. Except, as otherwise defined, capitalized terms used herein shall have the same meaning as provided for such terms in the Declarations. A list of all Section and Phase Declarations of Covenants, Conditions and Restrictions is listed in the Addendum A of this document.

Section 8. "Properties" shall mean and refer to that certain real property described in the "Declaration" and such additions that may be brought within the jurisdiction of the Association.

Section 9. "Cypress Lake" shall mean and refer to Mallard Lake in the Covenants. The name of Mallard Lake was changed to Cypress Lake by the Cypress Lake Homeowners Association.

Section 10. "Waters Lake" shall mean and refer to Black Bear Lake. The name of Waters Lake was changed to Black Bear Lake by the Black Bear Lake Homeowners Association.

ARTICLE III MEMBERSHIP

Every owner of a lot in Southfield Plantation shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessments by the Association.

MEETINGS 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. Each subsequent regular annual meeting of the members shall be held during the month of January each year thereafter, at a time and date to be specified by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of ten percent (10%) of the members entitled to vote.

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. A copy of the notice shall be posted to the Facebook page, posted to the website, mailed or hand delivered to each member entitled to vote, at least 30 days in advance for annual, assessment increases and special assessment meetings, and 15 days before any other meeting. If mailed this notice is to be sent 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 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, 60% of the vote, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By Laws. If, however, such quorum shall not be present or represented at any meeting, the meeting shall be adjourned and rescheduled in not less than 30 days but within 60 days. At that time the quorum shall be ½ of the original quorum number (30%).

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease at the end of the meeting for which it was written. If a meeting is canceled for lack of a quorum, a new proxy will be necessary.

**ARTICLE IV
BOARD OF DIRECTORS
TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who must be members of the Association. The Board of Directors shall consist of twelve (12) members elected by the members of the Association.

Section 2. Term of Office. The Board of Directors shall be divided into three (3) groups of four (4) members. The term of office of one group will expire each year. At the first annual meeting of members, directors of the first group shall be elected for three (3) years, the members of the second group shall be elected for two (2) years, and the members of the third group shall be elected for one (1) year. Thereafter, at each annual meeting of the members, the successors to the group of directors whose term shall then expire shall be elected for a term of three (3) years.

Section 3. Removal. Any directors 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/her actual reasonable expenses incurred in the performance of his/her duties.

MEETINGS OF DIRECTORS

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 two-thirds of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice on the third Tuesday of each month at 6:30 P.M. at a place to be announced. All Board of Directors Regular Meetings are open to the General Membership of the association.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any six (6) Board members, after not less than three (3) days notice to each director.

Section 8. 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.

NOMINATION AND ELECTION OF DIRECTORS

Section 9. 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 Board of Directors and two or more members of the Association shall appoint the Nominating Committee. The Nominating Committee shall be appointed at the first Board of Directors meeting following the annual meeting. This committee will serve until the next 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 association members. Members of the nominating

committee may not be nominated by the committee; however, they may be nominated from the floor at the annual meeting. The Nominating Committee will report the status of their search at the May and November Meeting of the Board, or more often if necessary.

Section 10. 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.

Amendment 2000-01 (March 28, 2000) *The Nominating Committee will report the status of their search at the May and November meeting of the Board or more often if necessary.*

Section 11. Ballot by Mail. With the notice for the annual meeting of members, a ballot shall be sent to each member indicating all persons nominated by the nominating committee for board positions to be elected at the annual meeting and also provide for write in candidates. The ballot will indicate the number of director positions to be filled. This number will be the number of votes which can be cast by said member. The ballot must be signed and dated by the member and received by SPHOA by 12:00 noon immediately preceding the date of the annual meeting.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 12. Powers. The Board of Directors shall have the power:

To 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;

To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for infractions of the published Covenants, Conditions and Restrictions. This suspension will be in effect until the infraction is resolved. All infractions will be addressed on a case by case basis, and if necessary, a temporary variance may be granted. Three (3) members of the Board will investigate, and issue a written variance if granted.

To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration;

To 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;

To do all other things allowed by law not inconsistent with these Articles, the Declaration, or other provisions of the bylaws.

Section 13. Duties. It shall be the duty of the Board of Directors:

To keep a complete record of all its acts and corporate affairs and to present a statement 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 members who are entitled to vote;

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

To fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the annual assessment meeting;

To mail or hand deliver written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period;

To issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment stated to have been paid;

To investigate all complaints of infractions of the Declarations. All complaints (infractions) shall be reported to a Board member in writing. Three (3) members of the Board will investigate and resolve the complaint. All infractions will be addressed on a case by case basis, and if necessary a temporary variance may be granted.

To produce and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

To bond all officers having fiscal responsibilities as it may deem appropriate; and

To maintain the Common Area in accordance with standards adopted by the Board.

COMMITTEES OF THE BOARD OF DIRECTORS

Section 14. Committees. The Association shall appoint an Architectural Control Committee as provided in the Declaration, Nominating Committee and the Budget/Audit Committee as provided in the bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes. The description of the committees is as follows:

Architectural Control Committee shall consist of three members of the board with the Vice-President as chairman. If necessary, a person from outside the association may be consulted by this committee, to provide knowledge off the construction industry. The duties of this committee are spelled out in the Covenants of the Association.

Amendment 2010-1 (March 17, 2010)

1. Upon notification from the applicant (homeowner or builder) requesting improvement approval a set of covenants shall be given to the applicant as a reference.

2. Once the application for improvement is submitted and approved by the ACC, tow (2) sets of plans and two (2) applications for improvement forms are to be signed and dated by the applicant (homeowner or builder) and the ACC member. Once the above mentioned documents are signed no variables will be allowed unless resubmitted to the ACC for approval.

Nominating Committee makeup and duties are spelled out in Article IV Section 9.

Budget Committee shall consist of the Treasurer and two members of the Board of Directors. This committee shall monitor the budget, statement of income and expenses. The committee shall prepare the annual budget to be presented to the Board of Directors at the October meeting in preparation for the following year's budget. The budget committee will report to the Board of Directors at the quarterly meetings.

Audit Committee This committee shall consist of one member of the Board of Directors and two members of the Association and be appointed at the October quarterly Board of Directors meeting. This committee shall supervise the annual audit of the Association's books and present the results of the audit to the

Association membership at its regular annual meeting. The Treasurer shall be an ex-officio Member of the Committee.

Amendment 2010-01 (March 17, 2010)

Covenant Enforcement Committee (CEC). This committee shall consist of a chairperson and any and all members of the board. The purpose of this committee is to act upon the Resolution of the Board of Directors of Southfield Plantation Homeowners Association, Inc. regarding Policies and Procedures for Covenant and Rule Enforcement dated June 6, 2009.

Welcome Committee. The purpose of this committee is to greet new residents and provide general neighborhood information. With the help of good neighbors and accurate information provided to the SPHOA, we are able to keep accurate addresses for the members and provide a feeling of care and need for all homeowners in Southfield. The welcome committee will generate a welcome letter to introduce homeowners to the Association.

Section 15. Duties of Committees. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. Each Committee shall keep a record of all activities and meetings and provide that record to the Board of Directors during each quarterly meeting of the Board for incorporation into the Historical Record of the Association.

**ARTICLE V
OFFICERS AND THEIR DUTIES**

Section 1. Officers. The officers of this Association shall be a president, vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

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/she shall sooner resign, or shall be removed, or otherwise 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 determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by vote of the Association. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at a specified time, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces. The Board of Directors may allow the Board to drop to nine Board Members before a mandatory Election must be held to fill the Vacancies.

Section 7. Duties. The duties of the officers are as follows:

President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign written instruments and shall co-sign all checks and shall only vote on Board related issues in the event of a tie.

Vice President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall serve as the Chairman of the Architectural Control Committee.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at this regular annual meeting, and deliver a copy of each to the members.

ARTICLE VI ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the above-mentioned properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

Annual assessments or charges, and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only. This special assessment shall be used to defray, in whole or in part, the cost of any construction or reconstruction (including costs of engineering, planning, and developing same), repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto. Special assessments must be approved by the General Membership.

Section 4. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots not owned by a Declarant.

Section 5. Quorum for and Action Authorized under Sections 3. At the first meeting called, as provided in Article III Section 3, the presence at the meeting of members and proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Article III Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein, shall commence to all Lots, on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed or hand delivered to every Owner subject to assessment. The due date shall be the 31st day of January. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the assessment, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Amendment 2011-01 (November 15, 2011)

Annual Dues: Annual dues/assessments are due on or before March 1 of each year. Dues not post marked by March 1 will incur a 10% late fee. Failure to pay dues and late fees incurred by April 1 are subject to legal action. Invoices will be sent out no later than January 31 of each year.

Section 8. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority
- (b) the Common Areas.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE VII
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to all Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

The right of the Association, in accordance with its Articles of Incorporation and bylaws, to borrow money for the purpose of improving the Common Areas and facilities. With the assent of a majority vote of the members, as defined in Article III Section 4, to mortgage said property and to acquire property encumbered by the lien or liens of the deed or deed of trust securing improvements on said property;

Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for infractions of the published Covenants, Conditions and Restrictions. This suspension will be in effect until the infraction is resolved.

The right of the Association, at any time and consistent with the then existing zoning ordinances of Houston County, consistent with its designation as "open space", or upon dissolution, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. This requires assent of a majority vote of the members, as defined in Article III Section 4. And upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.

The right of the Association to grant to any public utility with or without payment to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair and/or necessary maintenance of utility lines through or over any portion of the Common Area. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situated upon the Common Areas, or other structures or installations situated thereon which would otherwise be deemed to be part of the realty, without the payment of damages, if any, to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this State.

Amendment 2010 (March 17, 2010) Section 2: Yard Sale: Southfield Plantation Homeowner's Association (SPHOA) will sponsor a least one yard sale per year for the residents of the subdivision. The SPHOA sponsored yard sale is the ONLY sale allowed with the exception if you are moving out, you may contact the SPHOA President for permission to hold a onetime yard sale no longer than two (2) days in length.

Amendment 2011-07 (July 26, 2011) Section 3: Above Ground Pools (AGP). SPHOA has approved the installation of AGP provided said pools are concealed by a privacy fence. All AGPs will be approved by the ACC before installation begins.
Guidance: Privacy fence will be installed before the AGP is installed. All AGPs will be located behind the house and not on the side of the property.

Amendment 2010-07 (July 20, 2010) Section 4: Fences: Chain link fence is prohibited in all phases of Southfield Plantation. The height of all fencing in Southfield Plantation shall not exceed a maximum height of seven (7) feet.

Amendment 2010-07 (July 20, 2010) Section 5: Dog Runs: All dog runs being restrained by a dog pen (dog run) must be within privacy fencing of the owner;s lot restricting view from surrounding lots and streets.

ARTICLE VIII BOOKS AND RECORDS

The books, record, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member by appointment. 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 IX
CORPORATE SEAL**

The corporate seal of the Association shall have inscribed thereon the name of the Association and the words "Corporate Seal" and shall otherwise be in the form adopted by the Board of Directors.

**ARTICLE X
AMENDMENTS**

The Board of Directors shall have the power to alter, amend or repeal any of the bylaws or to adopt new bylaws by the affirmative vote of a majority of all of the directors, but any bylaws adopted by the Board of Directors may be altered, amended or repealed and new bylaws adopted by the affirmative vote of a majority vote of the members, as defined in Article III Section 4. The Members may prescribe in any bylaw adopted by them that such bylaw shall not be altered, amended or repealed by the Board of Directors.

**ARTICLE XI
MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December.

Section 2. Indemnification. The Association shall indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that he is or was a director, officer, employee or agent of the Association, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit or proceeding or in connection with any appeal. This right of indemnification shall not apply (1) to any action, suit or proceeding, (2) in relation to matters as to which the director, officer or employee shall be adjudged in the action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties to the Association or (3) in relation to matters in any such action, suit, or proceeding that are settled or compromised. The right to indemnification conferred by this section shall not restrict the power of the Association to make any indemnification permitted by law.

Section 3. Interpretation. 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.

Section 4. Financial Responsibility for Legal Fees. In the event that a member of the Association brings legal action against the Association and in the judgment of the Court the Association is found to be not guilty, not liable, or innocent of any and all charges, the plaintiff shall be responsible for all of the Associations legal and court fees.

Amendment 2019-03 (March 19, 2019)

Section 5: Covenant Violations. *When a covenant violation report is received, the Covenant Enforcement Chairman will investigate the claim. If the violation is found valid:*

- a. A letter will be sent to the homeowner requesting the violation be corrected within 30 days.*
- b. If the violation is not corrected within 30 days, a certified letter will be sent to the homeowner and a \$250 fine will be imposed. The Homeowner will have 14 days to correct the violation.*

c. If the violation has not been corrected after the 14 day period, a third certified letter will be sent to the homeowner and an additional \$500 fine will be imposed (total of \$750). Homeowners not complying with the covenant request letters will subsequently be fined \$50 a month until the violation is corrected. (Cap \$3,000). Fines that are not paid will be turned over to an attorney and liens issued.

IN WITNESS WHEREOF, we being all of the Directors of the SOUTHFIELD PLANTATION HOMEOWNERS' ASSOCIATION, have hereunto set our hands this ____ day of _____ signed:

Alice Ulmen President _____

Reggie Wofford Vice President _____

Carol Norris Secretary _____

Lynne Brackett Treasurer _____

Amendments to the Bylaws

Amendment 2000-01 Dated: March 28, 2000

The Bylaws of the Southfield Plantation Home Owners Association are hereby amended as follows:

Article IV Section 6 is amended to read:

Regular meetings of the Board of Directors shall be held monthly without notice on the fourth Tuesday at 7:00PM at a place to be announced. All Board of Directors Regular Meetings are open to the General Membership of the association.

Article IV Section 9 Last Sentence is amended to read:

The Nominating Committee will report the status of their search at the May and November Meeting of the Board, or more often if necessary.

Amendment 2000-02 Dated: March 28, 2000

The Bylaws of the Southfield Plantation Home Owners Association are hereby amended as follows:

Reference Covenence: Article II Paragraph 2F

The intent of disallowing satellite dishes is to preserve the aesthetic quality of the sub-division. Newer technology dishes with reduced size make inconspicuous installation possible. Therefore, the board of directors interprets the covenant statement of no satellite dishes to mean no satellite dishes greater than 2 ft in diameter. In addition, installation of said satellite dish location must be approved by the Architectural Control Committee in writing.

Amendment 2000-03 Dated: March 28, 2000

The Bylaws of the Southfield Plantation Home Owners Association are hereby amended as follows:

Reference Covenence: Article 2 Paragraph 5F

Current Covenants state no trucks over $\frac{3}{4}$ Ton; The Board of Directors interprets this to mean no "Non-Pickup trucks greater than $\frac{3}{4}$ Ton."

Amendment 2009-01 Dated: February 17, 2009

The Bylaws of the Southfield Plantation Home Owners Association are hereby amended as follows:

Article I Section 9 is added to read: "Cypress Lake" shall mean and refer to Mallard Lake in the Covenants. The name of Mallard Lake was changed to Cypress Lake by the Cypress Lake Homeowners Association.

Article I Section 10 is added to read: "Waters Lake" shall mean and refer to Black Bear Lake. The name of Waters Lake was changed to Black Bear Lake by the Black Bear Lake Homeowners Association.

Article II Section 6 is amended to read: "Declarant" shall mean and refer to "that Declarant designated in the applicable set of covenants filed in the Clerk's Office, Houston Superior Court".

Article III Section 1 is amended to read: Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held during the month of *January* each year thereafter, at a time and date to be specified by the Board of Directors.

Article IV Section 6 is amended to read: Regular Meetings. Regular meetings of the Board of Directors shall be held *without notice on the third Tuesday of each month at 6:30 P.M.* at a place to be announced. All Board of Directors Regular Meetings are open to the General Membership of the Association.

Article IV Section 11 is added to read: Ballot by Mail. With the notice for the annual meeting of members, a ballot shall be sent to each member indicating all persons nominated by the nominating committee for board positions to be elected at the annual meeting and also provide for write in candidates. The ballot will indicate the number of director positions to be filled. This number will be the number of votes which can be cast by said member. The ballot must be signed and dated by the member and dated by the member and received by SPHOA by 12:00 noon immediately preceding the date of the annual meeting.