

**CARRIAGE HILLS OWNERS ASSOCIATION, INC. (CHOA)
BYLAWS**

1. NAME AND LOCATION

1.1 The name of the corporation is CARRIAGE HILLS OWNERS ASSOCIATION, INC., a Georgia non-profit corporation (CHOA), hereinafter referred to as the "Association". The principal office of the Corporation shall be located in the Carriage Hills Subdivision, Columbia County, Georgia. The meetings of members and directors may be held at such places within the State of Georgia, County of Columbia, as may be designated by the Board of Directors.

2. PURPOSES

2.1 The purposes for which CHOA is organized are:

- a) To enhance the livability and general safety of the neighborhood and its residents by establishing and maintaining an open line of communication and liaison between the neighborhood, local and State government agencies, local businesses, utilities, and other nearby neighborhoods.
- b) To provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood.
- c) To ensure fair and balanced enforcement of all matters set forth in the "Covenants, Restrictions, Easements and Homeowners Association" and all amendments thereby maintaining property values of the neighborhood.

3. DEFINITIONS

3.1 "Association" shall mean and refer to the Carriage Hills Owners Association, Inc., a Georgia non-profit corporation.

3.2 "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, Residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use on Common Properties shall lose their character as Common Properties upon

the expiration of such lease.

3.3 "Company" shall mean and refer to Watery Branch Development, Inc., its successors and assigns.

3.4 "Lot" shall mean and refer to any plot of land intended for residential use and shown on the recorded subdivision plat, with the exception of the streets, common areas and other areas clearly defined as non-residential.

3.5 "Owner" shall mean and refer to the Owner (including the Company) as shown by the real estate records in the Office of the Clerk of Superior Court of Columbia County, Georgia, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

3.6 "Properties" shall mean and refer to lots of the Carriage Hills Subdivision as shown on Subdivision Plats of record in the Clerk's Office of Columbia County, Georgia and any other land subject to the "Restrictions" or "Covenants," as the same may be amended from time to time. This term shall also apply to any future developed real property currently within or added later to Carriage Hills Subdivision. Further, this definition shall only apply to these By-Laws as the term "properties" is defined differently for purposes of the Covenants, Restrictions, Easements and Homeowners Association for Carriage Hills Owners Association, Inc.

3.7 "Restrictions" or "Covenants" shall, unless the context otherwise indicates, mean and refer to any or all of those restrictions and covenants contained in the Covenants, Restrictions, Easements and Homeowners Association and its amendments applicable to Carriage Hills Subdivision of Columbia County, Georgia. In addition, the same references shall apply to any future recorded documents establishing restrictions and covenants in future developed properties in Carriage Hills Subdivision.

3.8 "Unimproved Lot" shall mean and refer to all lots prior to their sale by the Company, or any lot owned but not yet built upon.

4. MEMBERSHIP AND VOTING RIGHTS

4.1 The term "Member" shall mean and refer to all those Owners who are members of the Association as defined in Article One, Section 6 of the covenants. Membership shall be

appurtenant to and may not be separated from ownership of any Lot(s) that is subject to assessment.

4.2 The voting rights of members shall be those set forth in Article Two of the covenants.

5. MEETINGS OF THE ASSOCIATION

5.1 Annual Meeting - The annual meeting of the members shall be held during the month of August. The Board may select another date if it deems it necessary, and shall provide appropriate notice to all members.

5.2 Special Meetings - Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request, in writing, of at least twenty-five (25) percent of the members.

5.3 Place of Meeting - The Board of Directors may designate any place within the Carriage Hills subdivision, or within a radius of four (4) miles thereof, as the place for any annual or special meeting.

5.4 Notice of Meeting - Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten days before the date of the meeting, either personally, by e-mail, or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting, to each member entitled to vote at such meeting. If notice is delivered personally, said notice must be personally given to the owner of each such property. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the corporation.

5.5 Quorum - The presence at the meeting, in person or by proxy, of thirty-five percent (35%) of the members entitled to vote, shall constitute a quorum. If less than ten percent (10%) of such members are so represented, a majority of the members so represented shall adjourn the meeting without further notice. Should it be determined by the Board that the business that was to be discussed and addressed at the meeting cannot wait for the calling of another meeting, the meeting shall proceed for those items. A majority vote of those members present shall constitute passage or rejection of the item voted upon.

5.6 Conduct of the Meeting - The President of the Association shall act as chairperson at each meeting of the members. In the President's absence, the Vice-President shall act as chairperson of the meeting. The Secretary of the Association, or an Assistant Secretary, or in their absence, any member designated by the Chairman, shall record the minutes of the meeting.

The meeting shall be conducted according to Roberts Rules of Order.

5.7 Agenda - Subject to the approval of the Board of Directors, an agenda shall be prepared for general and special meetings of the membership. Any person may add an item to the agenda

by submitting the item in writing to a member of the Board of Directors at least seven (7) days in advance of the membership meeting. At the beginning of the membership meeting, any member may request that an item be added to the agenda under "other business." Any member item added in this fashion shall be limited to 5 minutes under "other business."

5.8 Minutes - Minutes shall be recorded at all meetings by the Secretary, or Designee, and made available for review by owners within thirty (30) days after a meeting, in draft, summary or final form. Owners are to receive notice of the availability of minutes at least once each year by general mailing or personal delivery.

6. OFFICERS AND DIRECTORS OF THE ASSOCIATION

6.1 The Officers of the Association shall be: President, Vice-President, Secretary, Treasurer, and standing Member at Large.

6.2 Officers of the association shall be elected from and by the general membership at the Annual Meeting. Election of officers shall be by a show of hands of those at the meeting that are eligible to vote. At such election the members or their proxy may cast one vote per lot owner. The persons receiving the largest number of votes shall be elected. A vote for an officer nominated may be cast by a member by mail or by e-mail, on a ballot forwarded to the Board by the member at least five (5) days prior to the annual meeting. The officers shall hold office until their successors have been duly elected and shall have qualified, or until their death, or until they shall resign, disqualified to serve or shall have been removed in the manner hereinafter provided.

6.3 The Board of Directors shall consist of the Officers and any At-Large Board Members appointed by the Board in its sole and unilateral discretion. At-Large Board Members will be available to the Board to assist in special tasks as they may arise during the year.

6.4 All board members shall be members of the Association in good standing. There shall be at least five (5) board members. The Board of Directors may appoint additional committees and agents as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of Directors. Officers and any appointed directors shall serve for a term of two years. Officers can serve an unlimited number of successive terms following the election process described above. Terms shall be staggered such that no more than four of the officers' terms shall expire in any one year. In addition, any director missing three (3) consecutive meetings of the board without good cause shall be deemed to have resigned and shall be removed from office. The President will inform the affected Board member, in writing, of this dismissal.

6.5 A vacancy in any office may be filled by appointment by the Board. The officer/director appointed to such vacancy shall serve for the remainder of the term of the officer/director he/she replaces. Any officer/director may resign at any time by giving written notice to the President or to the Secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.6 The Board, declaring such removal to be in the best interest of the Association, may remove any officer, director or agent from office with or without cause. Such action shall be by not less than two-thirds (2/3) resolution of the Board of Directors and adopted at any regular or special meeting of the Board.

6.7 All officers, Directors and committee members of the Association shall be volunteers and not be entitled to a cash payment for their services.

7. DUTIES AND POWERS OF THE BOARD

7.1 General duties of board members shall be to manage the affairs of the CHOA in the interim between annual meetings. The board shall be accountable to the membership and shall strictly comply with these bylaws.

7.2 The Board of Directors shall manage all business and affairs of the Association. The Board of Directors shall have and exercise all the powers of the Association, and except as may otherwise be expressly required by law, the Articles of Incorporation, or these Bylaws.

7.3 The Board of Directors shall have power to:

- (a) Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the Covenants, and to establish penalties for the infraction thereto;
- (b) Suspend the voting rights of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing (as provided in the Covenants), for any infractions of published rules and regulations for a period not to exceed sixty (60) days or for as long as the infraction persists;
- (c) Select all officers, agents, managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties;
- (d) Levy, collect and enforce assessments by any means provided in the Covenants, and by Georgia law. **Assessments made by the Board may be paid by check or the use of an approved payment application. Any additional fees associated with the use of this application are the responsibility of the owner.**
- (e) Change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;
- (f) Sue others, *in* the name of the Association, and to sue Owners to collect delinquent assessments or cure a violation of any restrictions, covenants, conditions, rules or regulations of the Association;
- (g) Spend Association funds, with discretion, for the purpose of improving the common properties and facilities, or obtaining assets at equitable costs;
- (h) Arrange to have the maintenance and care taking functions of the Association or any part

thereof performed by a third party or parties pursuant to contract;

- (i) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common properties, provided that any merger, consolidation or such annexation shall have the assent by vote of a majority of the members;
- (j) Procure and maintain adequate liability hazard, and other risk insurance on property owned by the Association;
- (k) Cause all officers or employees having fiscal responsibilities to be bonded, and to procure such bonds as determined appropriate;
- (l) Cause all taxes and assessments against the property of the Association, which are or could become a lien on the Common Properties to be paid when due,
- (m) Settle disputes affecting neighborhood livability within the powers vested in the covenants,
- (n) Obtain pre-paid casualty and/or liability insurance policies.

7.4 The Board shall not take any of the following actions, except with the vote or written consent of a majority of the voting power of the Association:

(a) Selling any property of the Association without approval of a majority of the homeowners

(b) Entering into any management agreement for the properties that is not terminable by the Association in sixty (60) days or less with or without cause, upon written notice thereof The term of any such agreement may not exceed one year

8. CHECK-SIGNING, **BILL PAYMENT**, AND DUTIES OF THE OFFICERS

8.1

(a) All checks drawn on any account held by the association and/or maintained for the benefit of the association must be signed by at least two (2) officers with check signing authority as outlined below. For purposes of these by-laws, the term "check-writing privileges" means the drafting and final preparation and presentation of a check to be drawn on any account held by the association and/or maintained for the benefit of the association. "Check-signing" as described above means the signing of any such instrument after it has been written by a person with check-writing privileges. In other words, a check that has been "written" cannot be negotiated until it has been "signed" in accordance with this paragraph.

(b) Standing bills, invoices, and reimbursements may be paid by the Treasurer using automatic withdrawal, bill pay, or any other commonly used electronic payment methods approved by the Board. All transactions shall be approved by two (2) Board members with check-signing authority on a monthly bases. Financial statements shall be presented at regular Board meetings as well as the annual meeting.

8.2 The President shall preside at all meetings of the Board of Directors, and shall see that orders and

resolutions of the Board of Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments and may co-sign any and all checks and promissory notes. The President shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its officers and agents. The President shall preside at all meetings of the general membership and shall perform all duties incident to the office. The President shall be a voting member of all committees. He/she shall serve as the chief communications officer for the Association with external organizations, government agencies and the media.

8.3 The Vice-President shall have the authority to act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him/her by the President. The Vice-President shall be subject to all of the restrictions upon the President. He/she may also co-sign any and all checks and promissory notes. In addition, the Vice-President shall oversee the social activities of the association including, but not limited to events such as the annual meeting and garage sale. Further, the Vice-President shall monitor community e-mail and distribute same as necessary. In addition, he/she will be responsible for investigating matters directed by the board that represent a threat of harm to the people or property of the neighborhood.

8.4 The Secretary shall record the votes of any motion that is seconded and voted, and keep the minutes of all meetings and proceedings of the Board. The Secretary shall also 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. The Secretary will have check-writing privileges, and he/she can co-sign any and all checks and promissory notes. The Secretary will maintain the seal of the corporation and all original or certified copies of current by-laws, covenants, and any other legal documents related to the corporation or association. The Secretary will be responsible for the following communications: any newsletters directed by the board, notices to the members regarding all meetings, and any other correspondence to members as directed by the board. Further, the Secretary shall collect and assemble nominees for the annual election, and he/she will be responsible for maintaining all historical documents in an organized manner for the association.

8.5 The Treasurer shall be the chief financial officer of the Association and has the primary fiduciary responsibility of the Association's financial assets. The Treasurer shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association including but not limited to the post office box, and shall deposit the same in accordance with the instructions of the Board of Directors. The Treasurer shall make all deposits and pay all bills in a timely manner with check-writing privileges. Also, the Treasurer may co-sign any and all checks and promissory notes of the Association. He/she shall prepare an annual budget for general expenses and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall maintain copies of all transactions according to good accounting practices. Further, the Treasurer shall report all delinquent payment of dues to the board. If the Association engages the services of a Certified Public Accountant (CPA), or managing agent, to undertake any of these tasks, the treasurer is relieved of those specific duties delegated to such person or entity. The Treasurer shall keep and maintain detailed, accurate records of the receipts and specifying and itemizing the expenses incurred. Such records and vouchers authorizing the payment shall be available for examination by members and others with an interest such as

encumbrances or prospective lenders at convenient hours of weekdays upon reasonable notice. Audits, by a third-party organization, shall be periodically conducted at the discretion of the Board of Directors.

8.6 The standing Member-at-Large will oversee the care of the landscaping and maintenance of the common property including the entrance lights and signs. He/she will organize a welcome committee to visit new neighbors and pass information on for the newsletter. He/she will assist with the social activities of the association and monitor the neighborhood for homeowners who are not in compliance with the covenants.

9. MEETINGS OF BOARD OF DIRECTORS

9.1 A minimum of four (4) regular meetings of the Board of Directors per year shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Notice shall be given to each Director, at least 48 hours prior to the called meeting, personally by telephone or e-mail or at least four (4) days by regular mail, prior to the meeting if any rescheduling occurs by necessity. These meetings shall be open sessions to all members of the Association; provided, however, that members who are not Directors may not participate in any deliberation or discussion unless expressly authorized by the Board of Directors. Only board members shall be entitled to vote. Formal notification of the general Association membership of these meetings is not required. A quorum for board meetings shall be at least four (4) members, or more than one-half of the total membership of the Board. Decisions shall be made by majority vote. Board members may vote by proxy, but members represented by proxy shall not be counted towards a quorum. **The Board with an approval of a majority of its members may hold its regular called meetings, special called meetings or emergency meetings using an approved electronic meeting application. The quarterly meeting shall be advertised on the Carriage Hills Owners Association Facebook page and any member wishing to attend should notify the President or Secretary three (3) days prior to the meeting to receive instructions on how to access the requested meeting.** Meetings will be run using Roberts Rules of Order.

9.2 The President of the Association or a Director chosen by a majority of the Directors present, should the President be absent, shall act as chairperson of each meeting of the Board of Directors. The Chairperson shall determine the order of business at each meeting. The Secretary of the Association, or in his/her absence, any person appointed by the Chairperson, shall act as Secretary of the meeting.

9.3 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 seventy-two (72) hours' notice to each Director in the manner prescribed above.

9.4 In any situation where action is needed and either a special or regular meeting will not suit the purpose, the Board of Directors may handle the action as follows:

The Board member first notified shall make a good faith attempt to notify each and every other Board member and call a meeting at the earliest possible reasonable time. When it appears sufficient board members are not available for a meeting, said contact person shall attempt to get a

..consensus" from the Board member as to the action needed, depending on the circumstances, using a telephone tree or arranging a teleconference. If the Board member is unable to schedule a meeting with at least a quorum present, in a reasonable amount of time that is consistent with the circumstances, the 'consensus' shall determine what action is to be taken, and shall be the subject of a request for ratification at a later Board of Directors meeting. The contact person shall make every possible attempt to achieve at least a majority 'consensus' before taking any specific action.

9.5 The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or pending litigation, matters within the attorney/client privilege umbrella, and/or matters of a particularly sensitive nature involving rights to confidentiality or privacy. These matters include, but are not limited to requests by homeowners for "closed session" hearings where appropriate provided the general nature of the business to be considered in executive session is first announced in open session.

10. COMMITTEES

10.1 The Board may establish both standing and ad hoc (i.e., special) committees. as it deems necessary. Committees shall make recommendations to the Board for board actions. Committees shall not have the power to act on behalf of the organization without specific authorization from the Board. The appointment of a director to any committee, if not sooner terminated, shall automatically terminate upon the expiration of his/her term as a director of the Association., or upon the earlier cessation for any reason of his/her membership on the Board of Directors.

10.2 The Board of Directors shall appoint a chairperson of each committee. The Chairperson of the committee may from time to time, solicit the assistance of other individuals to aid in the performance of his/her duties. It is not required that these individuals be members of the Board. However, they must be members in good standing of the Association. Should it become necessary, because of workload, that a full-time assistant be required, that individual would then become a member of the Board.

11. CONSIDERATION OF MEMBER PROPOSALS

11.1 Any person or group of the Association may propose in writing items for consideration, and/or recommendations to the Board of Directors. The Board shall decide whether proposed items will appear on the agenda of either the Board or one of the committees or a general or special meeting of the Association.

11.2 The proponent and members directly affected by such proposals shall be notified of the place, day, and hour the proposal shall be reviewed within three (3) days of the meeting. The proponent may attend this meeting to make a presentation and answer questions concerning the proposal. The Board shall submit recommendations and dissenting views as recorded from the meeting to the proponent and other appropriate parties.

11.3 Should the proponent(s) disagree with the decision of the Board, he/she/they may request, in

writing, a vote of the entire Association. A simple majority vote of the Association will be required to override the decision of the Board (August 27, 2006).

12. ASSESSMENTS

12.1 As provided for in the Covenants, each member is obligated to pay to the Association, annual, special and other assessments. Any assessments, which are not paid when due, shall be delinquent and subject to late fees and/or interest as more fully provided for in the Covenants. As more fully provided therein, the Association may bring an action at law against the Owner personally obligated to pay the same, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his/her lot.

12.2 Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, agrees to pay to the Association: (1) annual assessments or charges, and (1) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

12.3 The assessments levied by the Association shall be used by the Board of Directors exclusively to promote the health, protection, safety, and welfare of the residents in the subdivision and for the improvement, beautification, and maintenance of the common properties.

12.4 The Board of Directors shall fix the annual assessment rate based upon the existing budget and proposed future expenditures.

12.5 In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment. This special assessment is only applicable to that year, and only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. These improvements can be within the Common Properties, including fixtures, provided that any such assessment shall have the assent of more than two-thirds of the vote of the members.

12.6 Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one per cent (51%) of all the votes shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days

following the preceding meeting.

12.7 Both annual and special assessments must be fixed at a uniform rate for all lots, and may be collected on a monthly, a quarterly, a semi-annual or an annual basis.

12.8 The annual assessment provided for herein shall commence as to all lots upon decision by the Board of Directors. 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 sent to every owner subject thereto. The due date associated with the payment of the annual assessment, shall be established by the Board of Directors.

13. PROPERTY RIGHTS

13.1 Every owner shall have a right and easement of enjoyment in and to the common properties that shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his/her lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.

14. MISCELLANEOUS PROVISIONS

14.1 The Board of Directors shall have power to make, amend and repeal the bylaws at any annual meeting or at any special meeting called for the purpose. This power shall not be exercised by any other committee or entity.

14.2 No part of the net earnings or funds of the Association shall inure to the benefit of or be distributed to its members, trustees, officers, except that the Board shall be authorized and empowered to pay reasonable compensation for the services rendered by outside individuals and organizations.

14.3 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year. The Board of Directors retains the right to modify the fiscal year if it deems that such action would yield advantageous tax benefits to the Association.

14.4 In the case of any conflict between the Covenants and these Bylaws, the Covenants shall be the controlling document.

14.5 Any notice permitted or required to be delivered as provided herein may be delivered either **electronically to an email address provided to the Secretary by the owner** ~~personally (i.e., which includes delivery to mailbox at the residence)~~ or by first-class mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail postage prepaid, addressed to each such person at the address given by such person to the Secretary for the purpose of service of such notice or to the residence site of such person. Such address may be changed from time to time by notice in writing to the Secretary. All notices required to be delivered for the purpose of violation or advisement of lien to an placement shall be delivered by Certified mail, return receipt requested.

14.6 The CHOA shall not discriminate against individuals or groups on the basis of race, religion, color, sex, age, disability, national origin, income or political affiliation in any of its policies, recommendations or actions.