

**TABLE OF CONTENTS
BY-LAWS
OF
KENNINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE ONE - OFFICES

ARTICLE TWO - DEFINITIONS

ARTICLE THREE - MEMBERS MEETING

ARTICLE FOUR - DIRECTORS

ARTICLE FIVE - OFFICERS

ARTICLE SIX - COMMITTEES

ARTICLE SEVEN - BOOKS AND RECORDS

ARTICLE EIGHT - ASSESSMENTS

ARTICLE NINE - CORPORATE SEAL

ARTICLE TEN - AMENDMENTS

ARTICLE ELEVEN - MISCELLANEOUS

**BY-LAWS
OF
KENNINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

1.01 Registered Office and Agent. The name of the corporation is KENNINGTON RIDGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The registered agent and the address of the initial registered office of the Association shall be Gary S. Lockman, 1226 Royal Drive, Conyers, GA 30094.

1.02 Other Offices. The Association may have offices at such place or places within the State of Georgia as the Board of Directors may from time to time appoint or the business of the association may require or make desirable.

**ARTICLE II
DEFINITIONS**

The following words, when used in these By-Laws, shall have the following meanings:

2.01 Association. "Association" means Kennington Ridge Place Homeowners' Association Inc., a non-profit corporation organized under the Georgia Nonprofit Corporation Code, its successors and assigns.

2.02 Board. "Board" means the Board of Directors of the Association.

2.03 Declaration. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Superior Court of Henry County, Georgia.

2.04 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

2.05 Declarant. "Declarant" means (i) Manor Homes, Inc., its successors and assigns, or (ii) any successor in title to all or some portion of the Property or the Additional Property, provided such successor in title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a

transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant may be transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance.

2.05 Lot. "Lot" means any numbered parcel of land together with improvements thereon shown upon the plat of survey, recorded in Plat Book 42, Pages 176-178, Henry County, Georgia Records, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a lot except as provided for in Section 2.04 of the Declaration.

2.06 Member. "Member" means any member of the Association.

2.07 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

2.08 Property. "Property" means that certain real property (other than Common Property) lying and being in Land Lot 76 of the 6th Land District of Henry County, Georgia, being more particularly described as that parcel known as Kennington Ridge Subdivision, and being recorded in Plat Book 42, Page 176-178, Henry County Records, together with such additional real property as the Declarant may acquire and subject to the provisions of the Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article XI of the Declaration.

ARTICLE THREE MEMBERS MEETING

3.01 Place. All meetings of the members shall be held at such place as may be fixed from time to time by the Board of Directors.

3.02 Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Subsequent annual meetings of the members shall be held on the same day of the same month of each year thereafter or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors for the purpose of electing directors and transacting such other business as may properly be brought before the meeting.

3.03 Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Board of Directors or the President, or at the request in writing of one-fourth (1/4) of all the votes of the

Class A Membership. Such request shall state the purpose or purposes of the proposed meeting.

3.04 Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the members, whether annual or special, shall be served either personally or by mail, upon each member of record entitled to vote at such meeting, not less than thirty (30) days nor more than sixty (60) days before such meeting. If mailed, such notice shall be directed to a member at his post office address last shown on the records of the Association. Notice of any meeting of members shall not be required to be given to any member who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice. Attendance of a member at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating, at the beginning of the meeting, such objection or objections to the transaction of business. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting at which the adjournment is taken.

3.05 Quorum. The presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 (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.

3.06 Proxy Voting. At every meeting of the members, including meetings of members, for the election of directors, any member having the right to vote shall be entitled to vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each member shall have one vote. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE FOUR DIRECTORS

4.01 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Directors need not be members.

4.02 Number. Until such time as Declarant no longer has the right to appoint members to the Board, the Board of the Association may consist of three (3) members.

4.03 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.

4.04 Appointment of Directors. Notwithstanding any other language or provision to the contrary in the Declaration, the Articles of Incorporation, or these By-laws, the Declarant hereby retains the right to appoint three (3) members to the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointees until such

time as the first of the following events shall occur: (1) the expiration of five (5) years from the date of recording of the Declaration; (2) the date upon which seventy-percent (70%) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed by either Declarant or by a builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Association by an express amendment to the Declaration executed and recorded by the Declarant. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and replace directors and officers of the Association.

4.05 Expiration of Declarant's Right to Appoint Directors. Upon the expiration of the Declarant's right to appoint and remove Directors, such right shall automatically pass to the Owners, including Declarant if Declarant then own one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace Directors, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board. Declarant shall then deliver all books, accounts, and records, if any, which Declarant have kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association.

4.06 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly and maybe held without notice at such time and place as shall from time to time be determined by the Board of Directors.

4.07 Special Meetings. Special meetings of the Board of Directors may be called by two or more directors of the Board or by the President on not less than three (3) days notice by mail, telegram, cablegram or personal delivery. Any such special meeting shall be held at such time and place as shall be stated in the notice of meeting.

4.08 Quorum. At all meetings of the Board of Directors, the presence of not less than two directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these By-laws.

4.09 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

4.10 Vacancies. If any vacancy shall occur among the directors by reason of death, resignation, incapacity to serve, or otherwise, the remaining directors shall continue to act, and such vacancies may be filled by a majority of the directors then in office, though less than a quorum, and, if not theretofore filled by action of the directors, may be filled by the members at any meeting held during the existence of such vacancy.

4.11 Powers. The Board of Directors shall have the following powers:

- (1) adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;
- (2) suspend the voting rights of any member and the right of enjoyment of the Common Property of any person who: shall be subject to the right of abatement, as defined in Section 8.02 of the Declaration by reason of having failed to take the reasonable steps to remedy a violation or breach of the restrictions within thirty (30) days after having received notice of same; shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV of the Declaration; or shall be in violation of the rules and regulations of the Association relating to the use operation and maintenance of Common Property;
- (3) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation or the Declaration;
- (4) 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; and
- (5) employ any such employees as the Board of Directors deem necessary, and to prescribe their duties.

4.12 Duties. It shall be the duty of the Board of Directors to:

- (1) 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;
- (2) supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (3) cause a copy of the budget, and the amount of assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fifteen (15) days prior to the proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership.
- (4) as more fully provided in the Declaration, to:
 - (a) fix the amount of the annual assessment against each Lot at least fifteen (15) days prior to each annual assessment period;

- (b) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
- (c) declare any assessment which is not paid within thirty (30) days after the due date due and payable and bring an action at law against the owner personally obligated to pay the same; within sixty (60) days after the due date, notify any or all mortgagees having a security interest in such delinquent owner's lot that such owner is in default in the performance of his obligations and of those actions taken or proposed to be taken as a result of the default
- (5) issue, or to be issued by the appropriate officer, upon demand, 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 said certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (6) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (7) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (8) cause the Common Property to be maintained.

ARTICLE FIVE OFFICERS

5.01 Elections of Officers. The Board of Directors at its first meeting after each annual meeting of members shall elect the following officers: a President, a Vice President, a Secretary and a Treasurer. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and enforce such duties as shall be determined from time to time by the Board of Directors.

5.02 Officeholders. No officer need be a member. The offices of Secretary and Treasurer may be held by the same person.

5.03 Term. Each officer of the Association shall hold office for one (1) year or until his earlier resignation, death or removal, or the termination of his office.

5.04 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

5.05 Vacancies. The Board of Directors is authorized to fill a vacancy in any office by appointment, and that person shall serve for the remainder of the term of the officer he replaces.

5.06 President. The President shall have the power to see that all orders and resolutions of the Board of Directors are carried into effect and shall call all meetings of the members and the Board of Directors and shall act as chairman of such meetings. Further, the President shall sign all leases, mortgages, deeds or other written instruments and shall co-sign all checks and promissory notes.

5.07 Vice-President. The Vice-President shall perform the duties and exercise such powers as the Board of Directors or the President shall request or delegate, and shall act in the place of the President in his absence, inability or refusal to act.

5.08 Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the members and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, any notice required to be given of any meetings of the members and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. The Secretary shall also keep the corporate seal of the Association and affix it on all papers requiring said seal.

5.09 Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; whenever requested, the Treasurer shall render to the Board of Directors and the President, an account of the financial condition of the Association; shall sign all checks and promissory notes of the Association; and in general, shall perform all duties as may be assigned to him by the Board of Directors or President.

5.10 Absence of Officer. In case of the absence of any officer of the Association or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such officer to any other officer or to any director.

ARTICLE SIX COMMITTEES

An Architectural Control Committee (the "ACC") shall be established consisting of three (3) individuals to be appointed by the Board of Directors, as provided in the Declaration. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE SEVEN BOOKS AND RECORDS

Any member shall have the right to inspect, during reasonable business hours, the books

and records of the Association. The Declaration, the Articles of Incorporation, and the By-laws of the Association shall be open for inspection by any member at the principal office of the Association.

ARTICLE EIGHT ASSESSMENTS

If any assessment or installment is not paid within fifteen (15) days after the Due Date there may be imposed a late or delinquency charge in the amount of the greater of Five Dollars (\$5.00) or ten percent (10.0%) of the amount of each assessment or installment, and any late charge connected therewith, which is not paid within thirty (30) days after the Due Date of the assessment, shall bear interest (from the Due Date with respect to the assessment or installment, and the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board of the Association, or if no rate has been established by said Board, at the rate of ten percent (10%) per annum; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. If any one or more installments of any assessment is not paid within thirty (30) days after the Due Date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs, the expenses of sale, any required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration. In addition to the above, if any Owner has not paid any assessment or installment, or any late charges or expenses related thereof, within sixty (60) days after the Due Date of the assessment or installment, the Association shall have the right to notify any or all mortgagees having a security interest in such Owner's Lot or Lots that such Owner is in default in the performance of his obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default. No Owner may waiver or otherwise escape liability for the assessment provided for herein by nonuse of the Common property or abandonment of his Lot.

ARTICLE NINE CORPORATE SEAL

The Association shall have a seal and said seal shall be in circular form having within the circumference the words: Kennington Ridge Homeowners' Association, Inc.

ARTICLE TEN AMENDMENTS

These By-laws may be altered or amended and new By-laws may be adopted by the members, by a vote of a majority of a quorum of members present in person or by proxy, at any annual or special meeting of the members or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that, if such action is to be taken at a meeting of the members, notice of the general nature of the proposed change in the By-laws shall

have been given in the notice of meeting. In addition, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership. The Articles of Incorporation shall control should there be a conflict between the Articles and the By-laws. The Declaration shall control should there be a conflict between the Declaration and the By-laws.

ARTICLE ELEVEN MISCELLANEOUS

The Fiscal year of the Association shall begin the first day of January and end on the 31st day of December each year. However, the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the directors of Kennington Ridge Homeowners' Association, Inc., have hereunto set our hands, this 18th day of July, 2005.

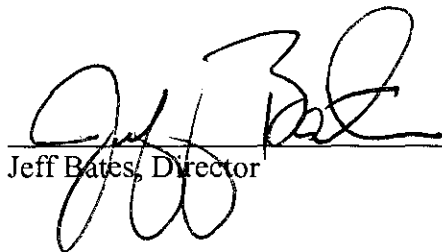
THAT the foregoing By-laws constitute the original By-laws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 18th day of July, 2005.

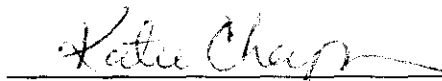
DECLARANT:

Manor Homes, Inc.


Gary S. Lockman, President

BOARD OF DIRECTORS:

 [SEAL]
Jeff Bates, Director

 [SEAL]
Katie Chapman, Director