



Outlook

Attention PLANNING DEPT. FRANK SOSEBEE, LYNN TAYLOR, CC: KATHY COOPER REZONING REQUEST 5424 MULBERRY PRESERVE DR. FLOWERY BRANCH GA.**

From Ginny Early <[REDACTED]>
Date Tue 9/23/2025 3:28 PM
To Planning <planning@hallcounty.org>

[Some people who received this message don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Sent from my iPad

On behalf of myself and many, many neighbors in our subdivision at " The Preserve at Mulberry" WE are extremely concerned and frankly, NOT in favor at all of a Group home in our community.

One major reason of concern is because FACT: Within a period of 1 year there were multiple police reports filed of various negative issues reported of activities that occurred at this property. One neighbor in here actually took the time and trouble to do research on these reports and he communicated that this is all public information. WE have read the reports and they are shocking. Lots of neighbors in close proximity to this Rezoning address @5424 Mulberry Preserve Drive are not happy at all and have witnessed first hand details of various issues that have occurred in the past. PLEASE KEEP IN MIND -these issues occurred when there were up to 3 Foster children in this home and now the Foster parents are wanting to ADD 3 more children!?!?! Bottom line: This is all very negative to us neighbors and at the least very troubling.

In addition, Multiple realtors have confirmed that IF this Rezoning is allowed this will absolutely do NOTHING positive for all of our property values.

Our hearts go out to needy children but we feel that this single family neighborhood is not the place to allow a group home to foster 6 children.

Please, please deny this Rezoning request.

Best regards,

Virginia Early



GROUP HOUSING

From Douglas Early <[REDACTED]>

Date Tue 9/23/2025 4:34 PM

To Planning <planning@hallcounty.org>

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>>

>> Dear Planning Department:

>>

>> Concerning the request for rezoning for a Group home at 5424 Mulberry Preserve Drive Flowery Branch, Ga 30542. Please read the following questions and get back to me at:

[REDACTED] Prior to our October 6, 2025 meeting.

>>>

>>> 1) How many children can a family foster before you all have to rezone for a Group Home?

>>>

>>> 2) How many counselors are provided for 6 children?

>>>

>>> 3) How many times do the police have to respond to a group home before the children are relocated (removed from a home)?

>>>

>>> 4) At what age are fostered children released from a foster home?

>>>

>>> 5) How much are foster parent paid? How much is required to spend per child? Who oversees these accounts?

>>>

>>> 6) Is a Group home considered Multi-family?

>>>

>>> 7) If a neighborhood has covenants -do the bylaws or covenants take precedence in such a case?

>>>

>>> 8) What in your opinion would it take for you to Deny this request?

>>>

>>> 9) Who oversees the management of a Group home?

>>

>> 10) How often is a Group home audited?

>

> Sincerely,

>

> DJ Early

HOA Covenants & Bylaws for Zoning Application – 5424 Mulberry Preserve Dr.

From Preserve at Mulberry HOA <Preserveatmulberry@outlook.com>

Date Mon 9/29/2025 11:51 AM

To Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>

Cc Planning <planning@hallcounty.org>

 1 attachment (11 MB)

Covenants & ByLaws (1).pdf;

Some people who received this message don't often get email from preserveatmulberry@outlook.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

I have been asked to provide documents from our HOA covenants and bylaws for your review. As outlined in our governing documents, our community is designated as a single-family neighborhood.

For your reference, I have attached a copy of our covenants and bylaws. Please include this information in the file for the zoning application regarding the property located at 5424 Mulberry Preserve Dr., Flowery Branch, GA.

This material is being submitted ahead of the Planning Commission meeting scheduled for October 6, 2025, and is intended for recordkeeping and consideration before the vote.

Thank you for your attention to this matter. Please let me know if you need any additional information.

Sincerely,

Daniel Todd

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GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 5499
PAGE (S) 658-666 THIS 8
DAY OF Nov 20 2005 AT 9:04 AM
DWIGHT S. WOOD, CLERK BY J. 1302

Gerald Kowalke
Please return to:
P.O. Box 907667
Gainesville, GA 30501

**DECLARATION OF EASEMENTS
AND PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE PRESERVE AT MULBERRY PHASE III SUBDIVISION**

**STATE OF GEORGIA
COUNTY OF HALL**

This DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS made and published this 28th day of February, 2005 by LITTLE RIVER HOMES, INC., a Georgia Corporation Company, of Hall County Georgia, hereinafter referred to as "Owner".

WITNESSETH: THAT

WHEREAS, Little River Homes, Inc., the owner and developer of a subdivision (the "Property") in the County of Hall, State of Georgia, known as The Preserve at Mulberry Phase III Subdivision, the same being a subdivision of all those certain lots, tracts or parcels of land, situate, lying and being in Hall County, Georgia,

All that tract or parcel of land lying and being in Flowery Branch GMD 1270, Hall County, Georgia, being Phase III, The Preserve at Mulberry, which plat is recorded in Hall County Plat Records at Plat Book 843, pages 97-101, and is incorporated herein by reference for a more complete description.

WHEREAS, it is in the best interest, benefit and advantage of said Owner as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in said subdivision, that certain easements and protective covenants and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the owner and developer of said subdivision herein named and each and every subsequent

owner of every lot therein, the said Owner, does hereby establish, promulgate and publish the following protective covenants which shall bind hereinafter owning said lots or any of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of Superior Court of Hall County, Georgia and shall run with the land and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this date, at which times said covenants may be extended, amended, or terminated in whole in whole or in part, as hereinafter provided.

1. **General.** This Declaration sets out certain use restrictions which must be complied with by all Homeowners and their tenants and invitees. In addition, the Owner and the Homeowner's Association after the "Transition Date", from time to time, may promulgate rules and regulations applicable to the conduct of Homeowners, their tenants and invitees. This authority shall include, but shall not be limited to the right to limit the type and size of vehicles within the Property and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Property. Such rules and regulations shall be distributed to all Homeowners prior to the date that they are to become effective and shall thereafter be binding upon all Homeowners until and unless canceled or modified by Owner or after the Transition Date by the Homeowner's Association in a regular or special meeting by a majority vote of the total members of the Association.
2. **Land Use and Building Type.** All of the lots in said subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one, detached, single family dwelling. No subdivision lot or part thereof shall be used by any lot owner as a right-of-way for vehicular ingress and egress from any street to any real property not a part of the Property.

All dwellings or homes located on said lots shall: (a) be constructed by builders approved by Owner or their successors or assigns; (b) be subject to approval of the Architectural Review Committee as provided for hereafter, with exteriors of brick, vinyl, wood stucco or synthetic stucco or other material if approved by the Architectural Review Committee and Hall County.
3. **Resubdivision of Lots.** No residential lots shall be resubdivided into building lots of lessor size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot subject to written approval from the Architectural Control Committee and Hall County.
4. **Land Use.** Neither a temporary nor permanent residence shall be established on any lot with a trailer, motor home, camper, mobile home, basement, tent, shack, garage, barn, or any other out building. No residence of a temporary character shall be permitted in any circumstances.
5. **Architectural Controls.** No building or structure shall be erected, placed or altered on any lot unless the building design is approved in writing by the Architectural Review Committee. Owner

shall be the Architectural Review Committee ("ARC") and is empowered to approve housing plans and specifications as to design, quality of workmanship, materials, and as to the location of any structure with respect to topography and shall first submit plans and specifications thereof to ARC, and obtain written approval from it prior to the placement of any improvement on said lot.

Gates, column, wall and fences are subject to approval of the ARC. Fencing is permitted on the side lines and back property line. No fence may extend beyond the back edge of the house. Exposed fence connecting the edge of the house to the fence on the side line must be constructed of wood. Corner lots may have fences erected on their side lines exposed to the street, but they must be constructed of wood. Any fence erected shall first be approved by the ARC. All playground equipment and T.V. Satellite Earth Stations shall be at the rear of the dwelling and shall not be visible in a location so as to be visible from the street.

No structure with the exception of mailboxes shall be erected between the front lot line and the street. All mail boxes shall be uniform in design and constructed and approved by the ARC.

6. **Landscaping.** Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot which shall include clearing of all building debris. All driveways leading from the street to the dwelling shall be paved. Grass shall be planted on open areas by a lot owner on each lot after construction of any dwelling.
7. **Size of dwelling.**
 - A No dwelling shall be erected on any lot with less than 1400 square feet of heated space in the case.
 - B The minimum requirements of square foot floor area shall be exclusive of porches, carports, garages, patios, outside storage rooms, basements or any unheated areas.
8. **Building Location.** All dwellings or other buildings shall be erected within the building setback lines as shown on the subdivision plat referred to above.
9. **Offensive Trade.** No noxious or offensive trade shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. **Enforcement.** Violations or attempted violations on the part of any owner, the heirs, administrators, executors or assigns during the term of these restrictions shall afford Owner or any other person or persons owning lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either in restrain violations or to recover damages or both.

11. **Rentals.** There is hereby prohibited erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes, however, it is not intended by the restrictions to prohibit an owner from renting or leasing his entire dwelling to a single family occupant.
12. **Severability.** Invalidation of any one or more of these covenants by a judgement of any court having jurisdiction of the subject matter in no way affects any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force effect.
13. **Term.** These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, and at the expiration of said period, said covenants shall be automatically extended for successive periods of ten (10) years unless modified by an instrument signed by a majority of the Homeowner's Association agreeing to change such record. During the original term of the twenty (20) years and after the Transition Date, these covenants may be modified by an agreement in writing signed by a majority of the lot owners in said subdivision, but such modification shall be effective only upon recording thereon in the Office of the Clerk of the Superior Court of Hall County, Georgia.

These covenants may be amended by the declarant to comply with applicable financing requirements or by the Association by the affirmative vote or written consent, or any combination thereof, of owners holding at least two-thirds of the total lots.

14. **Owner's Association.** The owner of a lot, by virtue of owning property subject to this Declaration, shall be a member of an Owners Association to be known as "Preserve at Mulberry Phase III Hall County HOA ("the association"); provided, however, that any person or entity who holds any such interest merely as security of the performance of any obligation shall not be entitled to membership. All incidents of membership, including specifically voting rights, shall be reserved and retained by Owner until the day (hereinafter referred to as the "Transition Date") Owner sells 75% of the lots in all sections or phases of the Property or within four (4) years from the date of the first sale of a lot in the Property, or that date that the owner elects to; whichever first occurs (hereinafter Class B membership). Upon the Transition Date (if said Owners Association is not sooner created by Owner) the owners of the lots shall enter into an agreement among themselves to formalize as an entity to be governed by such charter and/or by-laws as it shall deem appropriate. The primary purposes of the Association shall be (a) to enforce the provisions of the Declarations; (b) to preserve, as far as applicable, the natural beauty and to insure the best development of the property, and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to, street lights, planter boxes, entrance signs, landscaping, retention ponds and any common areas. The Association shall

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assume all functions heretofore performed by the Owner providing for the common property of the Property.

All common property may be conveyed to the Association prior to the Transition Date. On the Transition Date or immediately thereafter, Owner shall convey by Limited Warranty Deed the common area to the Association. The common area shall include but not limited to an easement, license, right and privilege to locate, maintain and change from time to time in accordance with this Declaration, the monument signs located at the entrance of the Property.

From and after the Transition Date, the ARC shall be comprised of the three (3) members of the Board of Directors of the Association or a committee elected by the Board of Directors of the Association.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage lien on said property in the second priority deed to secure debt and security agreement made to Little River Homes, Inc. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due or from the lien thereof.

Mortgagees shall not be required to collect assessments.

Annexation of additional properties, dedication of Common Area, and amendments of this Declaration of Covenants, Conditions and Restrictions requires HUD/VA approval as long as there is a Class B membership.

15. **Parking.** Each owner and occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner shall park any automobile on the streets of the subdivision as a matter of course. Any vehicle which is inoperable shall be towed away. All trucks, campers, trailers, boats, motor homes, unlicensed vehicles, and vehicles of a similar nature shall be parked on any lot so as not to be visible from any street. All garages facing a street shall have doors.
16. **Driveways.** At the time of construction of improvements on a lot in said subdivision, said lot owner shall construct a driveway entrance which driveway entrance shall meet Hall County building specifications and specifications of the Architectural Review Committee.
17. **Property Rights.** Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the common area which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following:
 - (a) the right of the Association to adopt and publish rules and regulations governing the use of

- the common area.
- (b) the right of the Association to borrow money for the purpose of improving the common area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon majority vote of the members of the Association.
 - (c) the right of the Association acting by a two-thirds majority vote of its members 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.
 - (d) the easements reserved in this Declaration

Owner may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use or enjoyment of the lot owners. The Association hereby conveys and agrees to accept from the Owner all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as common area together with all rights therein, shall be reserved to Owner until such time as the real and/or personal property is conveyed to the Association by Declarant.

The Common Area cannot be mortgaged or conveyed by the Association without the consent of at least two-thirds of the lot owners, excluding developer.

18. **Maintenance.** Except as otherwise provided herein, the Association shall maintain and keep in good repair all portions of the common area and improvement thereon if any. The Association's responsibility with respect to the common area shall be deemed to include the maintenance, repair and replacement of (i) entrance, entrance signs, roads, driveways, walks, retention ponds, parking areas and buildings, signage, street lights and other improvements, if any, situated within the common area; (ii) such utility lines, pipes, plumbing, wires, conduits, and systems which are a part of the common area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the common area.

Each lot owner, whether vacant or occupied, shall keep and maintain his lot and the exterior of any and all improvements located therein in a neat, attractive and safe condition. Such maintenance shall include, but not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any lot owner fail to maintain his lot or the improvements thereon as set forth herein above, the ARC, its agents and representatives, may, after thirty (30) days written notice to the lot owner, enter upon his lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC, in the exercise of its sole discretion, deems necessary or advisable. Such lot owner shall be personally liable to the ARC for the direct and indirect costs of such maintenance, which costs shall be added to become a part of the assessment to which such lot owner is subject. Although notice given as herein provided shall be sufficient to give the ARC, its agents and representatives, the right to enter upon such lot and perform maintenance, entry for such purpose

shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of ARC to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform such exterior maintenance.

19. **Easements.** There is hereby created in favor of the Association an easement upon, across, over, through and under all of the common area ingress, egress, installation, replacement, repairs and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or cross over the common area and the lots, to inspect and to perform the duties of maintenance and repair of the common area of the lots, as provided for herein. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines or other utilities, may be installed or relocated on the Property except as initially approved by the Owner or after the Transition Date by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Owner of the Association shall have the right to grant such easement on the common area without conflicting with the terms hereof.

Owner hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Owner and the common area for so long as Owner and any lot primarily for the purpose of sale:

- (A) For the erection, installation, construction and maintenance of wires, lines and conduits and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
 - (B) For the construction of improvements on the lots;
 - (C) For the installation, construction and maintenance of storm-water drains and detention ponds, public and private sewers, and for any other public or quasi-public utility facility;
 - (D) For the use of common area and any sales offices, model units and parking spaces in connection with its efforts to market lots, and;
 - (E) For the maintenance of such other facilities and equipment as in the sole discretion of Owner may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.
20. **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any lot without the prior written approval of the ARC of plans and specifications of the prevention and control and such erosion or siltation. The ARC may, as a condition of approval of such plans and specification, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by the way of example and not of limitation) physical devised for controlling the run-off drainage of water, special precautions in grading and otherwise

changing the natural landscape. Additionally, individual site plans and hydrology study is required for each lot. No building permits will be issued without approval by the Development and Inspections Department. Individual detention areas will be protected by easement, certified by the design engineer, and maintained by the homeowner. The maintenance responsibility will be borne entirely by the homeowner.

21. **Signs.**

1. No signs whatsoever (including but not limited to commercial and similar signs) shall without the ARC's prior written approval of plans and specifications therefore, be installed, altered or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) a sign indicating the builder of the residence on the lot;
- (iii) not more than one "For Sale" or "for Rent" sign, provided, however, that in no event shall any such sign be larger than four square feet in such area; and
- (iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC.

(2) Following the consummation of the sale of any lot, the "For Sale" sign and the builder's sign located therein, if any shall be removed immediately.

22. **Roofing Materials.** Roofing materials for home will be limited to asphalt shingles or wood shingles.

23. **Trees and Shrubs.** No tree measuring twelve (12) inches or more in diameter at at point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without the prior approval of the ARC unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way or walkways. Excepted herefrom shall be damaged for dead trees and trees which must be removed due of an emergency.

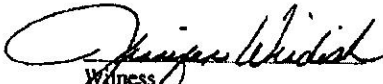
24. **Common Area Insurance.** Owner or the Association or its duly authorize agent, shall obtain such insurance policies upon the common area as deemed necessary or desirable is the sole discretion of Owner or the Association. The named insurers on all policies of insurance shall be the Owner or the Association, or both.

IN WITNESS WHEREOF, Little River Homes, Inc., as Owners have executed this Declaration the day and year first written above.

Signed sealed and delivered

000666

this 28th day of February 2005,
in the presence of


Witness


Notary Public



Little River Homes, Inc.


Charles R. Crawford
President

BY-LAWS
OF
THE PRESERVE AT MULBERRY PHASE III HALL COUNTY HOA, INC.

- TABLE OF CONTENTS -

Article I Name, Principal Office, and Definitions	1
1.1. Name.....	1
1.2. Principal Office.....	1
1.3. Definitions.....	1
Article II Membership: Meetings, Quorum, Voting, Proxies	1
2.1. Membership.....	1
2.2. Place of Meetings.....	1
2.3. Annual Meetings.....	2
2.4. Special Meetings.....	2
2.5. Notice of Meetings.....	2
2.6. Waiver of Notice.....	2
2.7. Adjournment of Meetings.....	2
2.8. Voting.....	3
2.9. Proxies.....	3
2.10. Majority.....	3
2.11. Quorum.....	3
2.12. Conduct of Meetings.....	3
2.13. Action Without a Meeting.....	4
Article III Board of Directors: Selection, Meetings, Powers.....	4
A. Composition and Selection.....	4
3.1. Governing Body; Composition.....	4
3.2. Number of Directors.....	4
3.3. Nomination and Election Procedures.....	4
3.4. Election and Term of Office.....	5
3.5. Removal of Directors and Vacancies.....	5
B. Meetings.....	5
3.6. Organizational Meetings.....	5
3.7. Regular Meetings.....	6
3.8. Special Meetings.....	6
3.9. Notice; Waiver of Notice.....	6
3.10. Telephonic Participation in Meetings.....	6
3.11. Quorum of Board of Directors.....	7
3.12. Compensation.....	7
3.13. Conduct of Meetings.....	7
3.14. Open Meetings.....	7
3.15. Action Without a Formal Meeting.....	7
C. Powers and Duties.....	8
3.16. Powers.....	8
3.17. Duties.....	8
3.18. Management.....	9
3.19. Accounts and Reports.....	9
3.20. Borrowing.....	10
3.21. Right to Contract.....	10
3.22. Enforcement.....	10
Article IV Officers	12

4.1.	Officers.	12
4.2.	Election and Term of Office.	12
4.3.	Removal and Vacancies.	12
4.4.	Powers and Duties.	12
4.5.	Resignation.	12
4.6.	Agreements, Contracts, Deeds, Leases, Checks, Etc.	12
4.7.	Compensation.	13
Article V	Committees	13
5.1.	General.	13
5.2.	Covenants Committee.	13
Article VI	Miscellaneous	13
6.1.	Fiscal Year.	13
6.2.	Parliamentary Rules.	13
6.3.	Conflicts.	13
6.4.	Books and Records.	13
6.5.	Notices.	14
6.6.	Amendment.	14

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BY-LAWS
OF
THE PRESERVE AT MULBERRY PHASE III HALL COUNTY HOA, INC.

Article I
Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is The Preserve at Mulberry Phase III Hall County HOA, Inc. ("Association").

1.2. Principal Office.

The Association's principal office shall be located in Hall County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Easements and Protective Covenants and Restrictions for the Preserve at Mulberry Phase III Subdivision, recorded in Deed Book 5499, Page 658 of the records of the Hall County Clerk of Superior Court, as it may be amended ("Declaration"), unless the context indicates otherwise.

Article II
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have one class of membership as set forth in the Association's Articles of Incorporation the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

Meetings of the Association shall be held at the Association's principal office or at such other suitable place convenient to the members as may be designated by the Board, either within the property or as convenient as is possible and practical.

2.3. Annual Meetings.

The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of the Association's incorporation. The Board shall set subsequent regular annual meetings so as to occur during the third quarter of the Association's fiscal year on a date and at a time the Board sets.

2.4. Special Meetings.

The President may call special meetings. In addition, it shall be the President's duty to call a special meeting if so directed by resolution of the Board or upon a petition signed by members representing at least 25% of the total votes in the Association.

2.5. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the Association's records, with postage prepaid.

2.6. Waiver of Notice.

Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member or the member's proxy shall be deemed a waiver by such member of notice of the time, date, and place thereof, unless such member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, members or their proxies holding a majority of the votes represented at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and

place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members represented at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8. Voting.

Members' voting rights shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies.

At all meetings of members, each member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee duly authorized to act on behalf of the member) or by proxy, subject to the limitations of Georgia law. All proxies shall be in writing specifying the lot(s) for which it is given, signed by the member or its duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any lot for which it was given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, owners, members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as otherwise provided in these By-Laws or in the Declaration, the presence, in person or by proxy, of Members representing 25% of the total votes in the Association shall constitute a quorum at all Association meetings.

2.12. Conduct of Meetings.

The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by all members entitled to vote thereon. Such consent shall be filed with the Association's minutes, and shall have the same force and effect as a vote of the members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III

Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Composition.

The Association's affairs shall be governed by a Board of Directors. Each director shall have one equal vote. The directors shall be members or Residents; provided, no owner and Resident representing the same lot may serve on the Board at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a lot within the Property. In the case of a member which is not a natural person, any officer, director, partner, employee, or trust officer of such member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such member.

3.2. Number of Directors.

The Board shall consist of five directors, as provided in Sections 3.3 and 3.4 below. The initial Board shall consist of five directors as identified in the Articles of Incorporation.

3.3. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors by the members, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of the members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more members or representatives of members. The Board shall appoint the members of the Nominating Committee, if any, prior to the election and their appointments shall be made known to the membership in the notice of the election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the members and to solicit votes.

(b) Election Procedures. Each owner may cast the entire vote assigned to his or her lot for each position to be filled on the Board. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4. Election and Term of Office.

The President shall call for an election by which the members shall be entitled to elect all of the directors to the Board. The three of the five directors receiving the largest number of votes being elected for a term of two years, and the remaining two directors being elected for a term of one year. All subsequent elections shall elect directors for a term of two years. The directors elected by the members shall hold office until their respective successors have been elected.

3.5. Removal of Directors and Vacancies.

Any director elected by the members may be removed, with or without cause, by members holding a majority of the votes entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director.

Any director elected by the members who has three or more consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the members shall elect a successor for the remainder of the term.

B. Meetings.

3.6. Organizational Meetings.

The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as the Board shall fix.

3.7. Regular Meetings.

Regular Board meetings may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

3.8. Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

3.9. Notice; Waiver of Notice.

(a) Notice of the time and place of a regular meeting shall be communicated to directors not less than four calendar days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than 72 hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, fiberoptics or such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices of special Board meetings shall be posted in a prominent place within the Property. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.11. Quorum of Board of Directors.

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation.

Directors shall not receive any compensation from the Association for acting as such unless approved by members representing a majority of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.13. Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings.

Subject to the provisions of Section 3.15, all Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude members, to discuss matters of a sensitive nature, such as pending or threatened litigation or personnel matters.

3.15. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers.

The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration; the Association's Articles of Incorporation, and these By-Laws (collectively, the "Governing Documents") and as provided by law. The Board may do or cause to be done all acts and things as are not directed by the Governing Documents or Georgia law to be done and exercised exclusively by the membership generally.

3.17. Duties.

The Board's duties shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each owner's share of the Association's expenses;
- (b) levying and collecting such assessments from the owners;
- (c) providing for the operation, care, upkeep, and maintenance of Association's property and common areas, if any;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending use restrictions and rules in accordance with the Declaration;
- (g) opening bank accounts on the Association's behalf and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Association's property in accordance with the Declaration and these By-Laws;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably

determines that the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a lot, any owner, and the holders, insurers, and guarantors of any mortgage on any lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association, as provided in Section 6.4;

(n) permitting utility suppliers to use portions of the common area reasonably necessary to the ongoing development or operation of the Property; and

(o) indemnifying a director, officer, or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required under Georgia law, the Articles of Incorporation, or the Declaration.

3.18. Management.

The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.17(a), 3.17(b), 3.17(f), 3.17(g) and 3.17(i). Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.19 Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed, or compiled basis, as the Board determines by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first mortgage on a lot, the Association shall provide an audited financial statement.

3.20. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain two-thirds (2/3) of the total member approval if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the budgeted gross expenses of the Association for that fiscal year.

3.21. Right to Contract.

The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the property; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.22. Enforcement.

In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the lot of the violator, and to suspend an owner's right to vote for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend any services provided by the Association to an owner or the owner's lot if the owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest, or invitee of a lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the fine shall be assessed against

the lot and the owner thereof upon notice from the Association. The Board's failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Board's to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Covenants Committee, if one, or if none, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the Association's manager, President, or Secretary within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a lot for purposes of exercising this power of self-help shall not be deemed as trespass.

Article IV

Officers

4.1. Officers.

The Association's officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be Board members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the officers of the Association at the first Board meeting following each annual meeting of the members, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

Article V
Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees which the Board may establish pursuant to the Declaration and these By-Laws, specifically, Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to Section 3.24.

Article VI
Miscellaneous

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.

6.3. Conflicts.

If there are conflicts among the provisions of Georgia law, the Association's Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Association's Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first mortgage on a lot, any

member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a lot: the Declaration, By-Laws, and Association's Articles of Incorporation, any amendments to the foregoing, the use restrictions and rules, the membership register, books of account, and the minutes of meetings of the members, the Board, and committees. The Board shall provide for such inspection to take place at the Association office or at such other place within the Property as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or when sent by United States mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the lot of such member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Meeting notices and other general correspondence shall be considered delivered when sent electronically to the email address provided by the member and confirmed by electronic return receipt.

6.6. Amendment.

(a) By Members. These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing at least 51% of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) By the Board. The Board may also amend these By-Laws by unanimous vote or written consent of the directors to submit the Association to the Georgia Property Owners' Association Act and to conform these By-Laws to any mandatory provisions thereof.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon adoption, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its adoption or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If a member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such member has the authority so to consent and no contrary provision in any mortgage or contract between the member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Preserve at Mulberry Phase III Hall County HOA, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of ____, 2010

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2010.

_____[SEAL]
Secretary

Rezoning for a GROUP HOME @Subdivision -5424 MPD @The Preserve AT Mulberry meeting on 10-6-25 ATTACHED ARE OUR HOA BY-LAWS

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 10/2/2025 12:57 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Ginny Early - [REDACTED]
Sent: Thursday, October 2, 2025 12:52 PM
To: Beth Garmon (Planning) <bgarmon@hallcounty.org>; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Planning <planning@hallcounty.org>
Cc: Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>
Subject: Rezoning for a GROUP HOME @Subdivision -5424 MPD @The Preserve AT Mulberry meeting on 10-6-25 ATTACHED ARE OUR HOA BY-LAWS

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Beth & all in the Planning department in charge of the Rezoning of the home @ 5424 Mulberry Preserve Drive in Flowery Branch GA. 30542 to A GROUP HOME.

On behalf of myself and my family as well as many concerned neighbors in Our HOA "Single -Family" dwelling homes

Please add the following attached HOA By-laws to our file and Please, please Deny the request to Rezone this home to a Group home.

Sincerely,
Virginia Early -One of many homeowners NOT in favor of this Group home @ 5424 MULBERRY PRESERVE DRIVE
Subdivision: The Preserve At Mulberry Flowery Branch, Ga. 30542

Sent from my iPad

Rezoning of 5424 Mulberry Preserve Dr

From [REDACTED]
Date Fri 10/3/2025 8:36 AM
To Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Itaylor@hallco.org <ltaylor@hallco.org>; kcooper@hallco.org <kcooper@hallco.org>; Planning <planning@hallcounty.org>

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Good morning!

We love our neighbors, the Woodrooffe's, but we cannot support the rezoning of 5424 Mulberry Preserve Drive to become a group home. We appreciate what they are doing to provide care for foster children, but do not feel like our neighborhood is the place for a group home. It does not fit in with the character of our community. We are concerned about the potential impact on property values with perceived safety issues or changes in local dynamics. Our real estate agent advised that it would negatively affect our property value. Also, our attorney advised that it would be difficult for us to sell our home in the future if this rezoning takes place.

While we don't mind the interactions we've had with the children, it does cause concern when we have seen kids holding up signs in their bedroom windows that read, call 911. When we saw these signs, we contacted Mr. Woodroffe by phone to let him know what was happening. We've also had another foster child come to our house several times because she was having issues with the other children in the home. She came to our door crying and upset and saying that one of the children told her that they were glad that her mother had died. On another occasion they locked her out of the home and she spent half the day with us while we were working in the yard. Most recently we were walking at Cherokee Bluff High School and a young girl approached us and asked us to call the police. Of course we did, but after talking with her and the police, we discovered that she had run away from the Woodroffe's home. The police officer and the EMT told us they had been to the home before. Another neighbor informed us that the police have been called to the home 11 times, not including this incident. We understand that fostering children is hard and messy, but we don't see how adding more children to an already difficult environment would be in the best interest of the children or our neighborhood.

Please do not approve this zoning request.

Thank you,
David & Brandi Selman
5425 Mulberry Preserve Drive

Katie L. Greenway (Planning)

From: Faye Massey <[REDACTED]>
Sent: Friday, October 3, 2025 12:10 PM
To: Frank Sosebee (Planning); Lynn Taylor (Planning); Kathy Cooper (County Commissioner); Planning
Subject: 5424 Preserve Drive Rezoning Notice

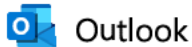
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Good afternoon all,

We just wanted to send a quick note to express our concern about the proposed rezoning for 5424 Mulberry Preserve Drive. We respect the fact that the Woodroffe's wish to help children by fostering, but we do not believe that a subdivision is the place for a group home. We do not wish for our investment in our home to be affected by the rezoning. The police have frequently been called to the residence and we do not believe adding more children, especially teenagers will improve the situation for the fosters or the neighborhood.

Thank you for your time,
Faye & David Massey
5417 Mulberry Preserve Drive



Outlook

Finished Letter

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>**Date** Wed 10/8/2025 8:58 AM**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>**From:** [REDACTED]**Sent:** Tuesday, October 7, 2025 3:47 PM**To:** Lynn Taylor (Planning) <ltaylor@hallcounty.org>**Subject:** Fwd: Finished LetterYou don't often get email from [REDACTED] [Learn why this is important](#)

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Dear Ms Taylors,

Several neighbors have expressed concern about the rezoning being proposed in our neighborhood from a single occupancy household to a group home. There are several points of unease regarding the children currently housed there and the potential impact on our home values. There is a reliability concern regarding the real estate agent that was retained by their family attorney, who expressed noticeable bias in favor of the family. If further consideration is taken, it will be vital that a real estate agent that is not personally affiliated to the family assess the home's future effects instead. There are also concerns for the possibility of increased crime and some have also expressed apprehension regarding the overall safety of our neighborhood.

The concerns are primarily about safety and quality of care for these girls. These children have likely been in situations where they are responsible for their own safety. Without professional training to appropriately nurture these children in a safe environment, the responsibility of being self-reliant will be the only "tool" these children have learned. Hence, these children will only know how to survive by their own means. According to the Association of Juvenile Justice, after

these children age out of the system, up to ½ of the children wind up in the criminal system committing crimes within the first two years.

In order for these girls to escape becoming a statistic, they need to learn to trust and have consistent therapy from a licensed professional experienced in dealing with foster children. It is paramount that where they are living cultivates a sense of purpose and to be nurtured in a positive environment. Based on police reports, the home is currently struggling to care for the 3 residents. Doubling the number of residents would likely hinder their ability to provide the necessary support and nurturing environment. This personal concern, besides the reports, are not simply conceptual. Our household did experience an encounter with a child who expressed discomfort and did not feel secure in the care of these foster parents.

Another important consideration to account from the Association of Juvenile Justice article, all youth in the foster care system are more likely to commit crimes than their peers outside of the system. Foster children are more likely to be arrested and detained along with committing repeat offenses. These girls are vulnerable and it is important to provide them with a stable and supportive environment as a prevention of entering the criminal justice system.

Opening one's home to help these girls is a noble endeavor; however, it is necessary to require additional training and education before broaching the subject of additional children added into the home. This training will help with the hopes of avoiding recurrent runaways and mental health admissions to the hospital. The police reports, along with their attorney's own admission during a home owners meeting suggested that the family requires more training to address how to appropriately handle behavior and mental problems and provide the household with the necessary tools to set everyone up for success.

Myself, along with other neighbors who wish to remain anonymous, feel that rezoning to the proposed group home is not beneficial to the children already placed. There is plenty of evidence suggesting that they are already unequipped to provide the minimum care that these children deserve in order to feel secure now, or set the children up to be successful. We all commend anybody who feels it is their call in life to help children, but that is not the reality in this case. Many believe this would be more harmful than beneficial for the children.

Thank you for your attention in this matter,
Resident Preserve at Mulberry

Rezoning of 5424 Mulberry Preserve Drive

From Robbins, Connie <connie.robbins@hallco.org>

Date Tue 10/14/2025 9:35 AM

To Lynn Taylor (Planning) <ltaylor@hallcounty.org>; Kathy Cooper (County Commissioner) <kcooper@hallcounty.org>

Cc Planning <planning@hallcounty.org>

 1 attachment (16 KB)

Rezoning Letter for Group Home.docx;

Some people who received this message don't often get email from connie.robbins@hallco.org. [Learn why this is important](#)

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Good morning,

I am submitting a letter from my husband and I about the rezoning of a residential home for it to become a group home for troubled girls at 5424 Mulberry Preserve Dr. in Flowery Branch. Thank you for reading and considering our request.

Connie Robbins

Resident in The Preserve at Mulberry

October 13, 2025

Dear Planning Department and Commissioners:

This email letter is regarding the rezoning notice at 5424 Mulberry Preserve Drive Flowery Branch, GA. The residents are wanting to establish a group home for troubled girls ages 13 - 18.

First, I do want to say that being a foster parent is a very admirable role to take on, especially fostering troubled teens. We are not against that at all and feel that anyone who feels called should children succeed and feel loved and safe. Our concerns are that the family is adding three more girls to have six girls in a residential home. My husband and I are concerned for several reasons.

Our first concern is that we have already seen girls wandering the streets unsupervised. One of the girls went down to my sister's home quite far down the street, knocked on the door and asked to use the phone claiming they were being abused in their home. I am not in any way saying that this was happening because troubled teens may have difficulty being truthful. However, the fact is that the girl was knocking on someone's door, and no one from the home was aware of this. I am aware that police have been called to that house several times. One of the concerns people in a neighborhood like this will have is the impact this has on property values. Police being called to a neighborhood is a matter of public record and frequent calls will discourage potential buyers, thereby impacting property values. Secondly, is this couple qualified to take on more children that are troubled? At the HOA meeting the couple's attorney said they were planning on taking classes. Will taking these classes adequately prepare them for taking on this task? Thirdly, we are all too aware of the evil in this world and what kids are exposed to. Having six girls who are almost grown physically and not knowing what types of problems or backgrounds they come from is a little scary in a neighborhood setting.

We do not know this family, and we are not making any kind of judgement about them or their motives, however, we do know that some people get as many children in their homes as a source of income. We truly hope that this is not the case as it would be a disastrous result for everyone involved, especially the girls.

So, to sum it all up, we just do not think that having a group home in a subdivision is a good idea. Again, we are not against fostering, but we are opposed to the rezoning of this home to become a group home as we feel it is too many girls to truly be a safe situation for everyone involved.

Thank you for taking this into consideration,

Mr. and Mrs. Timothy Robbins

Residents of the Preserve at Mulberry