

**ARTICLES OF INCORPORATION
OF
CHANDLER GROVE HOA, INC.**

In compliance with the requirements of Georgia Law, the undersigned, has this day voluntarily associated a corporation not for profit, which is hereby organized pursuant to Georgia Non-Profit Corporation Code, and do hereby certify:

ARTICLE I

The name of the Corporation is CHANDLER GROVE HOA, INC., (hereinafter called the “Association”).

ARTICLE II

The initial principal office and mailing address of the Association is located at 1279 Johnson Ferry Road, Suite 200, Marietta, Cobb County, Georgia 30068.

ARTICLE III

Eldon L. Basham, whose address is 192 Anderson Street, Marietta, Cobb County, Georgia 30060, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property described in the Declaration of Covenants, Conditions, Restrictions, and Easements for Chandler Grove subdivision as the same are recorded in the Superior Court Records, Gwinnett County, Georgia, and to promote the health, safety

and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements, hereinafter call the “Declaration”, applicable to the property and recorded or to be recorded in the Office of the Clerck of the Superior Court of Gwinnett County, Georgia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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. No such dedication or transfer shall be effective unless as instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Georgia by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members.

The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The class B membership shall cease and be converted to Class A membership as set forth in the Declaration.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
JOHN HUNGERBUHLER	1279 Johnson Ferry Road Suite 200 Marietta, Georgia 30068
EVELYN HEDDEN	1279 Johnson Ferry Road Suite 200 Marietta, Georgia 30068
ROGER BRIDGES, JR.	1279 Johnson Ferry Road Suite 200 Marietta, Georgia 30068

At the first annual meeting to be held as set forth in the Declaration, the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each meeting thereafter the members shall

elect directors to fill the vacated positions for a term of three years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration:

annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles.

ARTICLE XII
INCORPORATOR

The name and address of the incorporator is:

Eldon L. Basham

MOORE INGRAM JOHNSON & STEEL, LLC

192 Anderson Street

Marietta, Georgia 30060

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Georgia, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this ___ day of _____, 1997.

ELDON L. BASHAM
Incorporator