

BROOKWOOD RECREATIONAL ASSOCIATION

Welcome to Brookwood Estates, a very special, unique and close-knit neighborhood that has something to offer for everyone. Besides the main attraction, the swimming pool, there are many activities and member privileges.

The Brookwood clubhouse can be rented for the entire day. It is furnished with everything you need to host a party. The clubhouse grounds include a playground and a covered patio for entertaining. Neighborhood parties are held throughout the year. On Christmas Eve luminaries are placed and lit throughout the neighborhood.

The Brookwood Luncheon Club meets on the second Thursday of each month, September through May. The highlight of the club is the annual progressive Christmas dinner.

Membership entitles you to a gate key to the clubhouse and pool grounds, one voting share regarding Association decisions, and makes you eligible to serve on the a Committee, The Brookwood Board, or serve as an Officer.

As you can see we are a very busy , but well organized neighborhood. All that we accomplish is due directly to our members. As a homeowner, residing in Brookwood Estates, you are eligible for membership in the Association. You have a 60 day period to join, after which you become ineligible for membership for a period of 1 year.

Our Brookwood family is always ready to welcome in another great family. Enclosed is more information to aid in your decision.

Brookwood Officers & Board

Brookwood Recreational Association Bylaws

Article 1 Name/Objective

Brookwood Recreational Association hereinafter referred to as the Association, was chartered in 1967 under the laws of the state of Georgia. It is a community and recreational organization, not contemplating financial gain or profits. The special purpose for which the Association exists is to acquire, own, maintain and operate a swimming pool and other recreational facilities for the use of its community action, Brookwood Estates, a residential subdivision in the Third Ward of the City of Rome, Floyd County, GA.

Article II Membership

Section 1. For purposes of the this article, a family unit is defined as family members domiciled within a single residence.

Section 2. Membership in the Brookwood Recreational Association shall be restricted to homeowners residing within Brookwood Estates is eligible for membership in the Association, subject to provisions of the Charter and these Bylaws. Membership is contingent upon:

A. Payment, within 60 days of being visited by a member or members of the Association's Welcoming Committee, of an initiation fee of \$100 and annual dues (dues payable quarterly and prorated for the quarter of the year which membership begins).

B. Maintaining current in the payment of annual dues. Payment is due quarterly in the amount of \$75.00.

Section 3. A family unit failing to pay initial fee of \$100 and appropriate dues within the 60-day period becomes ineligible for membership for a period of 1 year, unless the regular fee of \$350 be paid, along with quarterly dues and any subsequently approved special assessments back to date of eligibility (60 days following date of Welcoming Committee visit).

Section 4. Homeowner members will receive a Certificate of Beneficial Interest. Renters will not. This certificate, signed by the Association president and secretary, represents the homeowner's interest in the net of assets of the Association should it be liquidated.

Article III Officers

Section 1. The officers of the Association shall be President, Vice President, Secretary, and Treasurer; all of whom are elected at the annual meeting to serve on-year terms of office.

Section 2. In additions to the officers named above, 6 directors and the Immediate Past President comprise the Executive Board. The directors serve staggered terms, with 3 directors being elected at each annual meeting to serve 2-year terms.

Section 3. The President shall:

- A. Preside over all meetings of the Executive Board and Association's membership.
- B. Perform such other duties as customarily pertain to the office of President, or as directed by resolution of the Executive Board or by vote of members.

Section 4. The Vice-President shall:

- A. Have and exercise all power, authority and duties of the President during any absence of the incumbent, or during such times as the President may be unable to perform duties of the office.
- B. Perform other such duties as may be assigned by the Executive Board or by vote of the members.

Section 5. The Secretary shall:

- A. Keep minutes of meetings by the Executive Board and of scheduled or called meetings of the membership.
- B. Give required notice of all meetings.
- C. Exercise custody of all books, records and papers--other than financial--of the Association.

Section 5. The Treasurer shall:

- A. Have custody of all funds, securities, books, fiscal papers, and other tangible assets of the Association.
- B. Collect revenues of the association and pay bills as authorized.
- C. Maintain full and complete record of Association's assets and liabilities.
- D. Prepare association's financial statement and submit at each regular meeting of the

Executive Board, and to all members at time of annual membership meeting.

E. Prepare tax reports as required for local, state, and federal agencies.

Article IV Management

Section 1. Brookwood Recreational Association, Inc. shall be managed and its affairs conducted by an Executive Board, composed of the elected officers (4), the directors (6), and the Immediate Past President.

Section 2. Each new board shall establish by standing resolution the time, place, and frequency of its regular meetings; provided there shall be at least one meeting immediately following the annual membership meeting. Special meetings may be called by the President or by any two directors upon giving 2 days notice, either written or oral, to each member of the Executive Board. A majority of directors shall constitute a quorum.

Section 3. All meetings of the Executive Board shall be held at reasonable times and places within Floyd County, GA. At all such meetings, whether regular or called, members of the Association may present problems and/or propose solutions for consideration by board members.

Section 4. The duties of the Executive Board shall extend to, but not be limited to , such actions as:

- A. Developing and recommending adoption of rules for the use of the Association's facilities.
- B. Publishing and enforcing rules approved b the membership for the use of the Association's facilities.
- C. Determining need for and recommending any special assessments to the membership.
- D. Determining opening and closing dates of the Association's swimming pool.
- E. Hiring and terminating services of any person employed by the Association.
- F. Authorizing indebtedness by the Association and the payment of such indebtedness, provided that no capital improvements may be authorized nor any property of the Association be pledged as security without the prior approval of two-thirds of all members in good standing of the Association.
- G. Determining rates of depreciation and adopting a reasonable plan for replacement of depreciable assets.
- H. Preparing and submitting a financial report at the annual general membership meeting.
- I. Naming an audit committee or otherwise providing for and annual audit of the Association's books and records. Audit results will be reported at the annual membership meeting.

Section 5. Officers and directors may be reimbursed for reasonable out-of-pocket expenditures made on behalf of the Association. They otherwise will receive no compensation.

Section 6. Any officer or director position becoming vacant during the year will be filled by the Executive board, subject to ratification by the membership.

Article V Membership Rights

Section 1. Each member (family unit) in good standing is entitled to one vote at any regular or special meeting of the Association's membership. Such vote can be proxy provided the proxy instrument be in writing and delivered to the Association's secretary not later than 24 hours prior to start of scheduled meeting. In no event will a family unit have more than 1 vote.

Section 2. Every member in good standing, family members and guests are entitled to use facilities of the Association, doing so in accordance with prescribed rules. Every member is responsible for the conduct of family members and guests. And, for payment of any damage to the clubhouse and its contents, and/or other facilities caused by family members or guests.

Section 3. Homeowner members in good standing who decide to sell their home may transfer to a buyer their Certificate of Beneficial Interest, enabling the new owner to assume the existing membership in the Association by paying applicable quarterly dues. No initiation fee will be required.

Section 4. Homeowner members who buy and move into another home in the subdivision may either retain their Association membership (Certificate of Beneficial Interest) or transfer it to the new owner. The membership is applicable to one domicile only. If membership is transferred to a new owner, a new membership must then be obtained. If the owner retains the membership, then the new owner must apply for membership if desired.

Article VI Loss of Membership

Section 1. Any member failing to maintain membership requirements, as defined in Article II, will lose membership privileges.

Section 2. Any member 30 days in default of any special assessment approved by vote of the membership will be notified in the writing, that if such default is not corrected within 90 days the Executive Board--at its discretion, but subject to membership ratification--may withdraw membership privileges. Notice is deemed sufficient if placed in member's mailbox or sent by regular mail.

Section 3. No fees, assessment payments or any part thereof will be refunded to those ceasing to be members.

Section 4. Any member who resigns or who is expelled from the Association is not eligible to rejoin for 1 year unless all fees, dues, and assessments are paid retroactive to date of resignation or expulsion.

Article VII Membership Meetings

Section 1. An annual meeting of the members of Brookwood Recreational Association, Inc., will be held each year during the month of September at such time and place as designated by the Executive Board.

Section 2. The Executive Board may schedule other meetings it deems advisable.

Section 3. Special meetings of the members of the Association shall be held at the call of the President or upon written request to the Executive Board by 25% of the membership.

Section 4. Notice of regular or special meetings will be delivered or mailed to the address of each member. The notice will, in the case of a special meeting, specify the business to be acted on.

Section 5. At any general membership meeting, 35% of the members are necessary to constitute a quorum. If a quorum is present, a simple majority of those present and voting--one vote per family unit--is sufficient to adopt any motion, resolution, or elect officers and directors.

BROOKWOOD RECREATIONAL ASSOCIATION

Financial Information

There are 3 different membership fees to join the Association.

- 1) If you purchased your home from an Association member in good standing, you may assume their membership by paying the applicable dues-\$75 per quarter.
- 2) If you cannot assume a membership as in number 1 above, you may pay \$100 to join the Association; however, this \$100 membership fee is valid only for 60 days from the day you are contacted by a Membership Committee person and are left a packet by them. If you do not join the Association within 60 days of this visit, the fee to join the Association becomes \$350.
- 3) If you cannot meet the above criteria in assuming a membership for dues only or by paying the \$100 in 60 days, your membership fee will be \$350.

Dues are \$75 per quarter. They are billed on January 1, April 1, July 1, and October 1. They are payable within 30 days from date of statement. Please remit all monies to the Treasurer and make checks payable to : Brookwood Recreational Association.

CLUBHOUSE RENTAL

Rental Fee: \$25.00 (January through November)
\$35.00 (December)

Deposit: \$50.00

The rental fee and deposit are payable in advance to the rental agent. The deposit will be refunded after verification that the clubhouse has been cleaned and found to be in good shape.

Clean-up: Any person using the clubhouse--whether reserved or not--is responsible for insuring the heat or air conditioning has been turned off; that the clubhouse is clean and tidy; that all garbage is picked up and placed in containers; and containers placed at the curb for garbage pick-up.

Persons using the clubhouse will pay for items that are broken or damaged.

CLUBHOUSE RULES

1. The clubhouse is --first and foremost--for the use of the Association's members and guests. Its use will be in accordance with these published rules and procedures.
2. The clubhouse is to remain locked to guard against casual and indiscriminate use and/or vandalism.
3. To guard against unwanted and warrantable use, keys to the clubhouse are restricted and issued only to members of the executive board and the individual in charge of renting the facility. The keys will be handled judiciously and "loaned" only to those persons with a need to enter the clubhouse, i.e., members assigned cleaning duties, special committee meetings, etc.
4. Members desiring to use the clubhouse may do so without reservation; however, there is no exclusive use of the facility unless a reservation is made and fees paid.
5. Scheduled Association functions take precedence over clubhouse rental. However, the facility may be rented for those days and times when a scheduled activity is not planned.
6. The name and telephone number of the individual responsible for rental of the clubhouse is attached along with the current rental rates and required deposit amount.
7. The clubhouse is "for rent" to clubs, organizations, and groups to which an association member may belong. The use of the clubhouse by such groups is encouraged, subject to the following:
 - A. The clubhouse will be rented only to those members in good standing with the Association, i.e., current in payment of dues.

B. The clubhouse may be rented only by an adult member of the Association. That individual, or a member of the immediate family--age 18 or older--must be present at any function for which the clubhouse is rented. No one is allowed to use the clubhouse or be in the clubhouse unless accompanied by the responsible Association member or family member as stated above.

C. The Association member family renting the clubhouse is responsible for the conduct of those using the facility; for any damage incurred, especially that over and above what would be covered by the rental deposit; and for the cleanliness and orderliness of the clubhouse after use.

D. Rental of the clubhouse does not constitute approval for changes to be made to the facility. Installation of cable TV or any other service may not be accomplished without prior approval by the Executive Committee.

E. Members may reserve the clubhouse for anticipated regular recurring functions; however "blanket" reservations are prohibited and a reservation must be made for each anticipated use, and cannot be made more than 30 days in advance. This is to preclude any one member monopolizing usage of the clubhouse for certain days and times.

8. No furniture (tables/chairs, etc.) may be borrowed or removed from the clubhouse without prior approval. Members wishing to borrow furniture will first contact the renting agent and, upon approval, will sign for the items taken. The list will be checked on return of the items.

Note: Any violation of Clubhouse Rules should be referred to a member of the Executive Board and not handled on an individual basis--unless immediate danger of persons or property is imminent.