2026 MLF Amended and Restated Covenants & Bylaws Info Session and Town Hall

Agenda

01 Background and Overview

02 Key Changes

03 FAQ

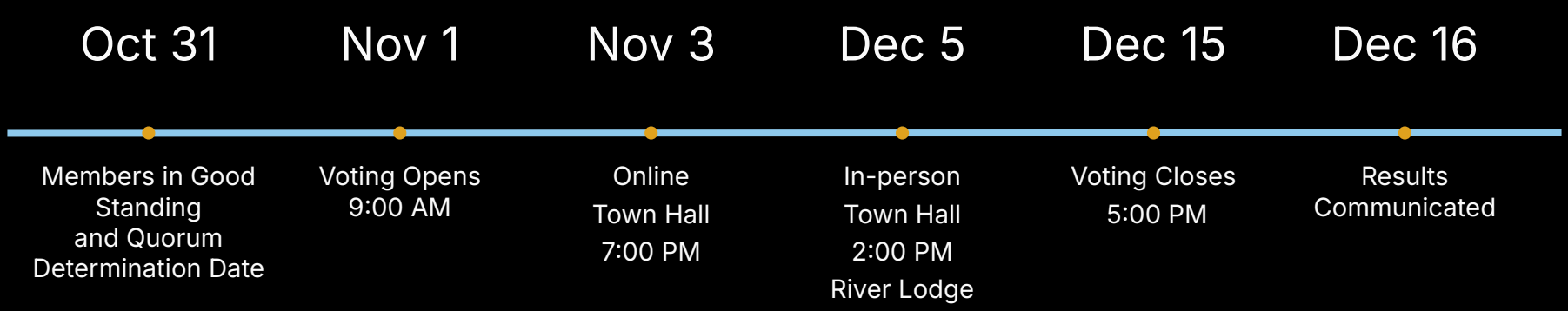
04 Homeowner Forum



The Big Picture: Modernizing Our Community Guidelines

Martin’s Landing Foundation is proposing the first comprehensive update to our governing documents since 2008. This proposal aligns our documents with current Georgia HOA laws and modern practices, bolstering financial stability, and clarifying homeowner rights.

Key Dates


Oct 31
Members in Good Standing and Quorum Determination Date
Nov 1
Voting Opens 9:00 AM
Nov 3
Online Town Hall 7:00 PM
Dec 5
In-person Town Hall 2:00 PM River Lodge
Dec 15
Voting Closes 5:00 PM
Dec 16
Results Communicated

Info?

- mlfcbvote.com
- martinslanding.org/mlfcbvote/
- TownSq - app.townsq.io

NOTE: This slideshow will be added to the documents on TownSq at at mlfcbvote.com There is extensive information included in the slideshow clarifying the proposed documents and answering the most common questions. In the essence of time, we won't be reading every word during the Town Hall so please take the time to read through the info provided here and on the website to help you make an informed decision.

Voting

How do I vote?

- This will be a direct vote by member. No representative voting.
- The vote will be conducted electronically via our homeowner portal, TownSq (app.townsq.io)
- To electronically vote, log in to TownSq and click “Digital Voting” in left-hand column
- A paper ballot will be provided upon request - paper ballots will be issued and cast in the property management office

The Numbers:
1966 Total MLF Units
112 Not in Good Standing
1854 Eligible Votes
1391 Quorum (75%)
1236 Approve (66 2/3%)

When do I vote?

- The voting period will be from November 1, 2026, 9:00am to December 15, 2026, 5:00pm

What is Quorum? How many votes to approve?

- The quorum required when Voting Directly by Member is three-fourths (3/4) of the Members in Good Standing of the Foundation. Voting Directly by Member shall require the approval of two-thirds (2/3) of all Members of the Foundation in Good Standing.

Who can vote, and what is the approval threshold?

- Each Lot has one vote, cast by the Owner or the Owner’s spouse or domestic partner. Approval is measured against all eligible votes, so an owner who does not vote does not help the proposal. An owner who believes the Foundation’s record of their standing is wrong should contact the management office in writing before the deadline. If two household members vote differently for one Lot, neither vote counts.

Background

- First discussions and initial efforts to form a committee to address updating the Covenants and Bylaws were in 2020.
- Initial committee began meeting to formulate a list of issues to be addressed in the governing documents.
- Primary topics discussed were an **initiation fee, code of ethics requirements for Board Members, electronic votings, and a budget for attorney review of documents**.
- The activities of the initial committee fell off in 2022.
- In 2023, the committee was reconstituted. A call was sent out to each of the sub-association boards to recommend, recruit, or provide committee members.
- A committee of 10 was set with members from **South Shore, North Pond, Lakeview, Parkside, North Shore**, East Hillside. Committee began meeting monthly to formulate a list of governing document provisions to be addressed.

Covenants and Bylaws Committee:

Mission Statement:
To review the current Amended and Restated Covenants and Bylaws for Martin's Landing Foundation (MLF) and to provide amendment recommendations to the MLF Board of Directors (BOD) that will benefit the entire MLF community. To facilitate the legal review and final MLF BOD approval of recommended Covenant and Bylaw amendments. To manage the member voting process to ratify the amendments.

Duties:
Hold regular committee meetings to discuss, organize, plan, and execute the process of updating the MLF Covenants and Bylaws.

Work to include:

Phase 1: Determine Covenant & Bylaws passages to be considered for amendment or addition. Present committee recommendations to the MLFBOD for review, input, and approval to move on to legal review.

Phase 2: Vet the MLFBOD approved Covenant & Bylaws changes through MLF attorneys. Finalize the list of Covenant and Bylaws changes based on MLF attorney input. Present finalized list of Covenant and Bylaws changes to MLFBOD for final approval.

Phase 3: Organize and execute the process of homeowner voting on the final MLFBOD approved list of Covenant & Bylaws changes.

Document Revision Timeline

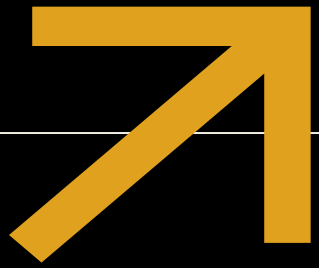
Mar 2024

After a year of research and discussions, the Covenants and Bylaws Committee presented a list of recommended provision changes to the MLFBOD for approval to be forwarded to the attorney for review and formulation of updated governing documents.
They included: adding an Initiation Fee, adding Short Term Rental Restrictions, Appeal Process Streamlining, adding a Code of Ethics Requirement for MLFBOD, Member Approval of Amenity Closure, Adjusting the Number of MLFBOD Directors.

The committee forwarded list of approved document change recommendations to the first attorney where it sat for almost a year. The MLFBOD then approved changing attorneys and the list of recommendations was turned over to our new attorney to formulate updated governing documents.

Sep 2025

The Committee received initial set of proposed restated Covenants and Bylaws. The documents went through 4 major drafts.



Sep 2026

The Committee presented draft to MLFBOD for approval to send restated restated Covenants and Bylaws for a neighborhood vote.

Why?

The proposal updates our governing documents to align with current Georgia law and modern HOA practices, adds policies to bolster the Foundation's finances, incorporates several policies previously only stated in ARC guidelines, and provides improved and streamlined policies and procedures to help our home values grow and give homeowners a clearer voice in decision-making.

Why an All or Nothing Vote?

As noted, Martin's Landing Board of Directors, Committees, and property management had been contemplating and working on the development of the proposed MLF Amended and Restated Covenants and Bylaws for the better part of 6 years. **In 2024 the MLFBOD and Covenants and Bylaws Committee sent over a list of desired changes and asked the attorney to do a full review of the governing documents. It was established that we would not be able to do simple piece by piece amendments, and that a full restatement (re-write) would be needed to incorporate the desired changes and well as address numerous items required to bring the documents in line with current laws and code, and modern HOA practices.** Piece by piece amendments would be a band-aid, and would not be enough to give MLF a solid, efficient, and effective set of governing documents for years to come.

What are the Governing Documents?

Covenants & Bylaws, ARC Guidelines, Community Guidelines - sometimes referred to as CC&Rs

Proposed Changes to Align Documents With Current Laws and Code

Does the proposal comply with Georgia's HOA laws?

These questions were split into three primary categories: **1.** The Georgia Property Owners Association Act ("POAA"), **2.** the Georgia Property Owners Bill of Rights Act - commonly known as SB 406 ("BORA"), and **3.** HB 220, which modified O.C.G.A. 44-3-223. The Amended and Restated complies with each of these codes.

- **POAA**: The Declaration is made under the Georgia Property Owners' Association Act and follows the Act on liens, late charges, interest, the five-business-day payoff statement, meeting notice periods, the six-month lease minimum and the two-thirds amendment vote.
- **BORA**: BORA is a new statute, some provisions took effect on July 1, 2026, the vast majority of the law kicks in on January 1, 2027. The Secretary of State is still in the process of adopting the rules and regulations that will govern its initial interpretation, there are areas that are already widely considered to need clarification, and there are arguments that portions of the statute are unconstitutional. In short, it is likely that BORA will be modified to some extent at some point. BORA's current requirements have not been incorporated to ensure that the Foundation is not contractually obligated to comply with statutory requirements that may not exist in the future. That being said, the Board understands those requirements exist today and is going to comply with those requirements so long as they are in effect.
- **HB 220**: The 2008 documents already allowed suspension of voting rights for violations. The Amended and Restated Declaration continues to permit suspension of voting rights for violations. HB 220 amended O.C.G.A. 44-3-223 to provide, among other things, that a community association cannot suspend voting rights based on fines. It does not provide that a community association cannot suspend voting rights for open violations of the governing documents. As such, the Declaration controls. The Foundation will follow these statutes as they take effect.

Proposed Changes to Align Documents With Current Laws and Code

Covenants:

1. Late charges: The proposed covenants specifically follows the POAA by stating late fees should be the greater of $10 or 10% of the delinquent amount, with interest at 10% per year or the higher rate the Act permits. (Sec. 5(f))

2. Notice before foreclosure: The proposed covenants specifically follows the POAA by requiring written notice by certified mail to the Lot and to any address the owner designated, stating the amount due, late charges, and interest, before the Foundation enforces its lien. The old Declaration did not have that language. (Sec. 5(g))

3. Statement of account: The proposed covenants specifically tracks the POAA as to Statements of Account by providing for a statement of amounts due within five business days, or lose its lien as to that buyer or lender. (Sec. 5(h))

4. Lien priority and notice (Sec. 5(f)): Again, tracks the POAA.

5. Amendments (Sec. 13): Again, tracks the POAA. Owner approval is shown by signatures or by a sworn statement from an officer, the amendment is effective on recording, and challenges must be brought within one year.

6. Satellite dishes and antennas: Adds a new provision that tracks federal law governing satellite dishes by allowing small satellite dishes and broadcast antennas as the FCC's over-the-air reception rules require, while limiting placement where the rules allow. (Sec. 8(i))

Proposed Changes to Align Documents With Current Laws and Code

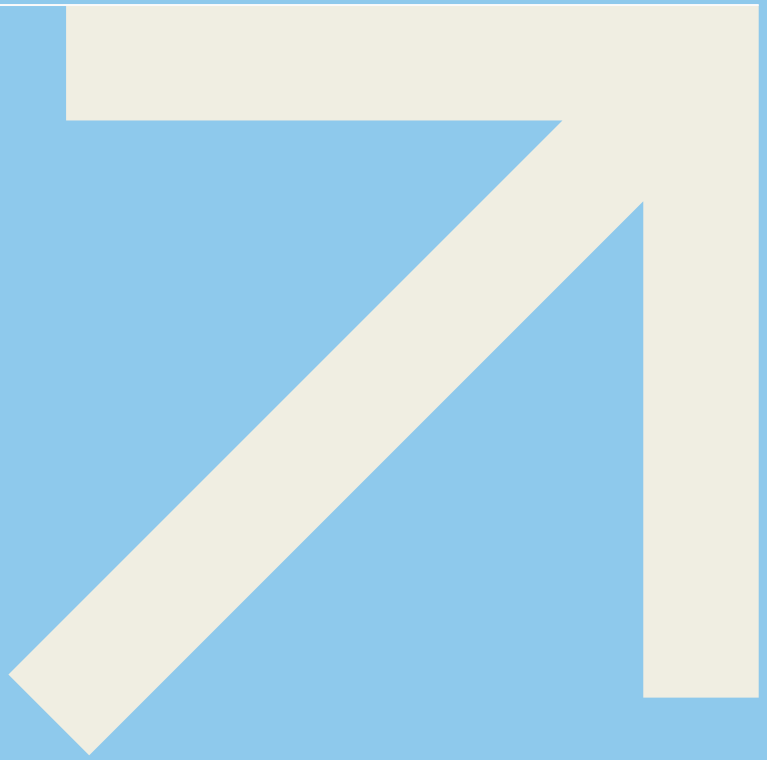
Bylaws:

1. Proxies: Tracks non-profit code governing proxies stating they now expire after 11 months. (Sec. 3.8)

2. Remote meetings, written consents and written ballots: Adds new provisions that follow the Nonprofit Code procedures for remote participation, action by written consent and voting by written ballot. (Sec. 3.3, 3.9, 3.10)

3. Electronic documents and signatures: Tracks Georgia law regarding electronic and secure electronic signatures. (Sec. 2.9)

4. Books and records: Clarifies that members are entitled to records as provided by the non-profit code. (Sec. 6.8)



Key Changes

Voting Structure Simplification Eliminates Representative Voting

Voting Methods on Matters Requiring Membership Voting:
Representative Voting (MLF Board Rep casting votes for Members) has been eliminated. When Member vote is required, only a Direct Member Vote is allowed.

Ballot Voting Quorum:
2008 Bylaws: Three-fourths (3/4) of the members in good standing have cast a ballot.
2026 Bylaws: 10% of members in good standing have cast a ballot.

Amendment to Covenants and/or Bylaws:
Covenants and Bylaws can be amended by direct member vote with approval of sixty-six and two-thirds (66 2/3) percent of members in good standing. Representative voting for Bylaws Amendments has been eliminated.

Other Actions Requiring Member Vote:
On various actions, thresholds are stated as Majority of the Owners present in person or by proxy at a meeting called for such purpose or Majority of the Total Foundation Vote. Representative voting has been eliminated.

Establishment of General/Annual Assessment

2008 Covenants:

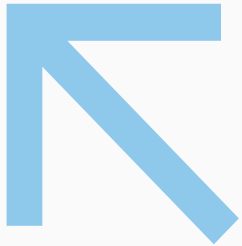
- The Board prepares the annual budget and sets the general assessment which is limited by the Covenants.
- Increases by CPI-U (U.S. City Average) could occur without a vote.
- Increases by more than 25% require a direct member vote.
- Increases of 25% or less could use the Representative/Board voting process.

2026 Covenants:

- The Board prepares the annual budget and sets the general assessment to cover the annual budget.
- The proposed budget and general assessment become effective unless disapproved by a direct member vote of the majority of members in good standing.
- If membership disapproves the proposed budget, or the Board fails for any reason to determine the budget, the budget currently in effect shall continue.

Homeowner impact:

- More homeowner control of budget and assessments - homeowners can disapprove any budget or assessment change through direct member vote.



Establishment of General/Annual Assessment

The MLFBOD is required by current Covenants to maintain MLF property and the Members are liable for the cost.

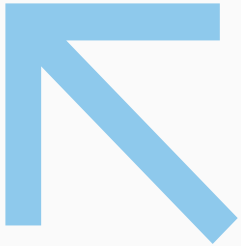
2008 Covenants:

6.1. Responsibility for Administration: The administration of the Community, the maintenance, repair, replacement and operation of the Foundation Properties and facilities and those acts required of the Foundation by this Declaration shall be the responsibility of the Foundation through its Board of Directors.

5.1.1. Purpose and Types of Assessments: The Foundation shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community as provided for in the Articles of Incorporation and this Declaration.

5.1.2. Personal Obligation and Lien: Each Owner of any Lot or Unit, by acceptance of a deed or entering into a recorded contract of sale of such Lot or Unit within Martin's Landing for any portion of the properties, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Foundation all assessments and other charges levied pursuant to this Declaration and the By-Laws.

5.3. Reserve Budget and Capital Reserve Contribution: The Foundation Board of Directors shall annually make a capital reserve contribution (which shall be a portion of the General Assessment) in an amount sufficient to permit meeting the projected needs of the Foundation Properties in accordance with a comprehensive capital reserve study.



Establishment of General/Annual Assessment

2026 Documents:
Bylaws 4.C. Powers and Duties. Section 17. Powers and Duties.
The Board of Directors shall manage the affairs of the Foundation and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Community as a first-class residential Community in the quality of its maintenance, use, and occupancy.

Covenants 5. Assessments.
(a) Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Foundation during the coming year. The Board shall cause the budget and the assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year.

(f) Creation of Lien and Personal Obligation. All assessments, fines and other charges lawfully assessed by the Foundation against any Lot Owner or Lot as provided for in this Declaration and the Act shall, from the time such sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Foundation on the Lot prior and superior to all other liens

(q) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Community and fulfillment of the terms and provisions of the Declaration and these Bylaws;
The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Foundation sufficient therefor.

RAY ENGINEERING, INC.
Consulting Engineers

MARTINS LANDING
COST AND FUNDING RECAP
EXISTING FUNDING

	2026 1	2027 2	2028 3	2029 4	2030 5	2031 6	2032 7	2033 8	2034 9	2035 10	2036 11	2037 12	2038 13	2039 14	2040 15
Beginning Reserve Fund Balance	$1,686,827	$1,586,747	$814,209	$418,296	$306,360	-$55,104	-$93,221	-$241,375	-$311,850	-$624,062	-$810,298	-$1,326,106	-$2,681,592	-$2,831,275	-$2,878,718
Existing Annual Funding	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250
Annual Interest	$23,945	$22,657	$12,718	$7,624	$6,184	$1,533	$1,043	$0	$0	$0	$0	$0	$0	$0	$0
Capital Expenditures	$298,275	$969,445	$582,880	$293,810	$541,898	$213,901	$323,446	$244,725	$486,462	$360,486	$690,058	$1,529,736	$323,933	$221,694	$992,179
Ending Reserve Balance	$1,586,747	$814,209	$418,296	$306,360	-$55,104	-$93,221	-$241,375	-$311,850	-$624,062	-$810,298	-$1,326,106	-$2,681,592	-$2,831,275	-$2,878,718	-$3,696,647

Inflation Rate: 3.50%
Interest Rate: 1.29%

TOTAL UNITS: 1965

	2041 16	2042 17	2043 18	2044 19	2045 20	2046 21	2047 22	2048 23	2049 24	2050 25	2051 26	2052 27	2053 28	2054 29	2055 30
	-$3,696,647	-$3,822,200	-$4,062,329	-$4,666,428	-$5,120,981	-$5,973,927	-$6,478,444	-$8,384,086	-$8,943,688	-$9,177,345	-$10,721,925	-$10,904,116	-$11,300,446	-$12,325,653	-$13,374,826
	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250	$174,250
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$299,804	$414,379	$778,348	$628,804	$1,027,196	$678,767	$2,079,892	$733,853	$407,907	$1,718,829	$356,441	$570,581	$1,199,456	$1,223,424	$1,243,901
	-$3,822,200	-$4,062,329	-$4,666,428	-$5,120,981	-$5,973,927	-$6,478,444	-$8,384,086	-$8,943,688	-$9,177,345	-$10,721,925	-$10,904,116	-$11,300,446	-$12,325,653	-$13,374,826	-$14,444,477

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
ANNUAL CONTRIBUTION PER UNIT	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89
MONTHLY CONTRIBUTION PER UNIT	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055
ANNUAL CONTRIBUTION PER UNIT	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89	$89
MONTHLY CONTRIBUTION PER UNIT	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39	$7.39

Establishment of a Special Assessment

2008 Covenants:

- Vote by members required for a special assessment in excess of the general assessment. Required a three-fourths (¾) quorum and two-thirds (⅔) approval vote.
- Vote by proxy or representative (MLF Board rep) required for a special assessment equal to or less than the general assessment. May use Vote by Members if desired.

2026 Covenants:

- Vote by Members required for a special assessment over one-sixth (1/6) of current general assessment.
- Approval by Board for special assessment up to one-sixth (1/6) of the general assessment.
- No Representative Vote provision.

Homeowner impact:

- Board does not have as much latitude to enact a special assessment. More homeowner control of special assessments. Member vote required at a lower dollar amount. Representative voting for Special Assessments has been eliminated.

Math: assume a $790 annual assessment
2008 Covenants: MLF Board Reps could approve up to $790 special assessment through Representative vote; Members must approve over $790 special assessment with a three-fourths (¾) quorum and two-thirds (⅔) approval vote.
2026 Covenants: MLF Board can approve up to $132 special assessment; Members must approve over $132 special assessment by a majority of the Owners present in person or by proxy at a meeting called for such purpose and subject to Member meeting quorum.

New Initiation Fee Upon Sale/Transfer

- Establishes a non-refundable one-time Initiation Fee imposed upon conveyance of a Lot, paid by the purchaser of Lot.
- Sets the amount equal to the then-current annual assessment.
- Several exemptions including transfers between spouses/domestic partners, inheritance, gifts, foreclosure/deed-in-lieu, and moving from one primary residence to another in the community.

Based on the number of sales in Martin's Landing over the last few years, and a $790 assessment amount, Initiation Fees would have generated about $110,000 each year.

Background Info:
An HOA initiation fee is a one-time payment that a purchaser of a Lot makes when they purchase a property in a homeowners association. This fee is sometimes called a capital contribution or transfer fee. A homeowner selling a property generally isn't paying this fee. Initiation fees have become common practice for HOAs to receive additional working capital. The committee studied this issue in depth, looking at the practices of over 20 HOAs in the area and of similar size and/or structure. The majority of those HOAs, and in general HOAs with a significant number of amenities, are charging an initiation fee to provide for funding of maintaining the HOA assets. The committee also found that initiation fees are not a deterrent to selling homes, because of being a standard practice now found in the majority of HOAs.

Number of MLF Board Directors per Neighborhood

2008 Bylaws:

- Each Neighborhood (Sub) Association required to appoint two Directors from their community via their established process.
- The Directors representing the apartment community may be selected by the Owner of Apartments and need not be residents or Owners.
- If Apartment seats declared vacant, that seat can be filled by anyone within Martin’s Landing, appointed by the Board.

2026 Bylaws:

- Each Neighborhood may appoint a minimum of one and a maximum of two Directors.
- A Neighborhood is no longer required to fill two seats.
- The Directors representing the Apartment community may only be selected by the Owner of the Apartments, and the Directors do not need to be residents or Owners of the Apartments.
- If Apartment seat(s) declared vacant, seat(s) stays vacant until filled by Apartment Owners.

Homeowner impact:

- The Board may have less than 24 Directors if Neighborhoods choose to supply only one representative. Clarifies selection of Director(s) for Apartments.

Director Eligibility and Code of Ethics

2008 Bylaws:

- Eligibility: Directors have to be Owners within the community and remain in good standing.

2026 Bylaws:

- Eligibility: Directors can be Owners of Lots or the spouse or domestic partner of such Owners.
- Eligibility: No Owner and his or her spouse or domestic partner may serve on the Board at the same time.
- Eligibility: May not be more than thirty (30) days delinquent in the payment of any assessment or other amount owed to the Foundation.
- Board may require any Person to sign a “Code of Ethics,” … and failure to sign same shall preclude any Person from serving on the Board.

Homeowner impact:

- The eligibility rules are more explicit and Directors are required to sign a Code of Ethics.

Architectural Review Committee (ARC) Composition

2008 Bylaws:

- ARC to have a minimum 7 members.
- No more than two voting members from any one Neighborhood Association.
- If no separate ARC exists, a prescribed alternative ARC structure to be MLFBOD Officers (President, Vice President, Secretary, and Treasurer), member of Landscape Committee, President of Neighborhood Association where ARC request originates, at large member of MLFBOD.

2026 Covenants:

- ARC may consist of 5 to 24 members.
- Members must be Owners or spouses/domestic partners of Owners.
- No limitation on number of members from a particular neighborhood.
- If no separate ARC exists, entire Board may act as the ARC.

Homeowner impact:

- ARC composition and administration becomes more flexible.

ARC Appeal Process Streamlined

2008 Bylaws:

- If ARC disapproves an application in whole or in part, an Owner has the right to appeal the ARC's decision to an Appeal Board (MLFBOD Officers (President, Vice President, Secretary, and Treasurer), member of Landscape Committee, President of Neighborhood Association where ARC request originates, at large member of MLFBOD).
- The Appeal Board has the authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner, and can recommend modification of ARC decision.
- If Appeal Board has ruled the ARC application is disapproved in whole or in part, Owner shall have the right to make a final appeal of the decision to the Foundation Board of Directors. The Board can uphold, modify, or overrule an ARC or Appeal Board decision.

2026 Covenants and Bylaws:

- The separate Appeal Board structure is removed.
- ARC decisions can be appealed to the Board. The Board can uphold, modify, or overrule an ARC decision.

Homeowner impact:

- Expedited appeal resolution and ease of scheduling appeal hearing. Less confusion for owners.

ARC “Deemed Approved” Procedure Change

2008 Bylaws:

- After 45 days without approval/disapproval, an Owner can send a certified notice of intent to proceed.
- The Foundation then has another 15 days to issue a written disapproval.

2026 Covenants:

- If the ARC does not approve or disapprove within 45 days after all requested documentation has been submitted, the plans are deemed approved, provided they are generally harmonious with the Community.

Homeowner impact:

- The process is streamlined and encourages quick response time from ARC.

Use Restrictions

2008 Covenants:

- The 2008 Covenants did not contain a comparable consolidated article covering all of the following subjects at the Covenant level. Most items were covered in the ARC Guidelines.

2026 Covenants:

- Covenants section 8: To provide harmony among the Owners and thereby protect the value of the Lots within the Community, all portions of the Property shall be subject to the restrictions set forth
- Adds a comprehensive list of recorded Use Restrictions, many of which can be further clarified by ARC Guidelines and Community Rules.



"Without prior written consent of the ARC or the Board." What does that mean?

The phrase "without prior written consent of the ARC or the Board" is used throughout the documents. It can mean the Board/ARC has adopted a guideline that provides "across the board" approval for something; or a Member has specifically asked for approval of something and the Board has confirmed it's ok. Use restrictions can be modified or clarified by guidelines, unless there is a "pure prohibition" in the documents.

Use Restrictions

Questions that might be determined by “**prior written consent of the ARC or the Board**”

- Can I change my oil in my driveway?
- How many pets is "reasonable"? What counts as a household pet?
- Do I need permission for a garden?
- Can I put a “Happy Birthday” sign in my front yard?
- Can I put a “No Trespassing” in my yard?
- Can I park my boat on my property?
- Can I park my Commercial Vehicle on my driveway?
- Can I add an exterior light fixture to my house?
- Can I install a window air conditioner?
- Where can I put my trash cans?

Most of these are addressed, clarified, and MLFBOD approved in the current ARC Guidelines.

Use Restrictions

Why move rules from the Guidelines into the Declaration?

- There are two primary reasons. **First,** the Declaration is a recorded document that is publicly available in the land records. Any potential purchaser can view the document prior to purchasing, know our rules, and decide to purchase or not accordingly. Contrary to that, the rules are not publicly recorded and potential purchasers may not know they exist until purchase. **Second,** rules in the Amended and Restated Declaration can be changed only by two-thirds of the Total Foundation Vote. The Amended and Restated Declaration then provides that **any future rules adopted by the Board via guidelines can be repealed by a majority of all eligible votes.**



New 6-Month Minimum Lease Term

2008 Covenants:

- No comparable minimum lease provision in the 2008 Covenants.

2026 Covenants

- Leases must generally be for an initial term of at least six months.
- Lots generally must be leased in their entirety. Owners can rent out portion of home as long as Owner continues to reside in the property.
- No subleasing or assignment.
- Short-term rentals through Airbnb, VRBO, HomeAway or similar services are expressly prohibited.
- Listing, marketing, or advertising a Lot for such rentals is also prohibited.
- “Short-term” is defined as less than six months.

Homeowner impact:

- Homeowners can still lease their homes or a portion of their home. Prohibiting short-term leases protects neighborhood stability, preserves long-term housing availability, maintains and improves home values, and reduces noise and traffic disruptions.

Property Maintenance of Neighborhood (Sub) Association Property

2008 Covenants:

- It is the duty of the Neighborhood Associations to maintain, repair, and replace those properties owned by the Neighborhood Associations.
- If a Neighborhood Association fails or refuses to maintain the Neighborhood-owned property, the Foundation may perform such duty, if deemed necessary, with thirty (30) days written notice to the Neighborhood Association.
- The Neighborhood Association shall be liable for all direct and indirect costs for such maintenance by the Foundation.

2026 Covenants:

- Same requirements as the 2008 Covenants
- Adds the provision:

  In the absence of a Neighborhood Association or in the event the Neighborhood Association fails to pay all direct and indirect costs, the Foundation may assess the costs incurred equally against each Lot in the neighborhood.

Homeowner impact:

- Individual homeowners may be financially responsible for expenses incurred if the Foundation has to maintain or repair Neighborhood Association property in absence of Neighborhood Association or if Neighborhood Association refuses to cover costs.

FAQ

Voting

What constitutes “In Good Standing”?

- 2008 Covenants, 3.4. Suspension of Membership Rights: During the period in which a Member shall be in violation of any provision of the Foundation's governing documents, or any Declaration covenant to which a Member is then subject, or during any period in which a Member shall be in default in the payment of any assessment levied by the Foundation (reference 5.1.2.1), the membership rights of such Member including, but not limited to, the right to vote, the right of enjoyment in and to the Foundation Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Foundation, may be suspended by the Board of Directors until such violation or such default has been cured. Such Member will be regarded as having a membership status "not in good standing".

If I received a courtesy letter for an ARC or property maintenance issue, am I still allowed to vote?

- Yes, you can vote. A courtesy notice provides the homeowner time to address an issue before it becomes a violation.

Was the notice timely under the 30-day requirement in the 2008 documents?

- Yes. The 2008 Declaration requires the consent to be sent to Members “30 days in advance of the vote or canvass thereon.” The notice is dated October 19. Voting is open from November 1 through December 15, and results are certified December 16. No owner has to vote on opening day, and every owner has more than 30 days to review the documents before voting closes.

Voting

How do I vote?

- This will be a direct vote by member. No representative voting.
- The vote will be conducted electronically via our homeowner portal, TownSq (app.townsq.io)
- To electronically vote, log in to TownSq and click “Digital Voting” in left-hand column
- A paper ballot will be provided upon request - paper ballots will be issued and cast in the property management office

The Numbers:
1966 Total MLF Units
112 Not in Good Standing
1854 Eligible Votes
1391 Quorum (75%)
1236 Approve (66 2/3%)

When do I vote?

- The voting period will be from November 1, 2026, 9:00am to December 15, 2026, 5:00pm

What is Quorum? How many votes to approve?

- The quorum required when Voting Directly by Member is three-fourths (3/4) of the Members in Good Standing of the Foundation. Voting Directly by Member shall require the approval of two-thirds (2/3) of all Members of the Foundation in Good Standing.

Who can vote, and what is the approval threshold?

- Each Lot has one vote, cast by the Owner or the Owner’s spouse or domestic partner. Approval is measured against all eligible votes, so an owner who does not vote does not help the proposal. An owner who believes the Foundation’s record of their standing is wrong should contact the management office in writing before the deadline. If two household members vote differently for one Lot, neither vote counts.

Provisions

Why remove the assessment cap, and how could owners stop an increase?

- The 2008 Declaration currently has a cap that only permits the Foundation to increase its assessment in accordance with CPI-U. It is a formula, not a budget, and it has resulted in repeated budgeting shortfalls over the years. The Board debated this issue perhaps more than any other change, but decided this sets the Foundation up for its best future. The Board put countermeasures in place, that the 2008 Declaration does not have, to "offset" this change.
    - Most modern declarations cap special assessments at the same amount of the annual assessment without a vote of the owners. The Board capped it at 1/6 of the annual assessment without a vote.
    - Second, building on the special assessment cap, it removed representative voting. The 2008 Declaration permits passage of a special assessment equal to the annual assessment by a representative vote. Under the Amended and Restated, any vote will be of the members directly.
    - The budget is determined by the Board, which is made up of Owners (who also have to pay the assessments), that are appointed by the members.
    - A majority of the members can disapprove of the budget. If successful, the Foundation reverts to the prior year's budget.

Provisions

Can the Board borrow money without a member vote? Is there a cap?

- Yes, the Amended and Restated authorizes borrowing without a member vote so long as the collateral for the loan is future assessments. It does not permit the Foundation to pledge Common Property as collateral for a loan. Repayment comes from the annual budget, which is subject to owner disapproval. This authority permits the Foundation to fund urgent repairs without needing to pass a special assessment.
- This is not a change in the proposed Covenants and Bylaws.
  2008 Covenants:

  4.1.6. The right of the Foundation, by and through the Board of Directors, to borrow money and assign its assessment authority as collateral for the purpose of improving the Foundation Properties provided the improvement is primarily for the benefit of Foundation Members.

  10.4.3. The right of the Foundation to borrow money for the purpose of improving the Foundation Properties, or for constructing, repairing, or improving any facilities located or to be located on the Foundation Properties, and for Foundations Properties, and to give as security for the payment of any such loan the Foundation's right to collect assessments;

Provisions

Do gardens, hammocks, basketball goals, lighting changes, solar devices, trees, vehicles and pets need approval, and will existing items be grandfathered?

- The Amended and Restated does not change most of these rules. The current ARC Guidelines already require ARC approval for permanent basketball goals, front-yard vegetable gardens and solar systems, and they restrict large commercial vehicles and four or more dogs. The proposal writes these and several more into the Declaration (Decl. 8).
- If an Owner has an architectural modification on their property today that constitutes a violation under the current Guidelines, that violation can continue to be enforced upon the recording of the Amended and Restated. If an Owner has an architectural modification on their property today that is not a current violation of the Declaration or Rule Guidelines, the Foundation cannot retroactively demand its removal.

Provisions

Will there be a published fine schedule, and are fines a source of revenue?

- Yes - the ARC/MLFBOD publishes a fine schedule. The Amended and Restated Declaration does not mandate a fine schedule, but, as has been done in the past, the Board plans to keep a fining schedule in place. The primary purpose of fines is enforcement, and the Board does not plan on fines when constructing its budget. The Amended and Restated also continues to give each Owner who receives a violation letter the opportunity to request a hearing, as the 2008 Declaration does, but replaces the 2008 two-step process (an Appeal Board, then the Board) with a single hearing before the Board.

What process comes before a fine, and can an owner bring an attorney?

- The Board may not impose a fine or suspend rights until it serves a written notice stating the violation, the action needed to fix it, the proposed sanction, and the right to challenge. The owner has 10 days from the date of the notice to challenge. If the owner challenges, a hearing is held before the Board at which the owner may present statements, evidence and witnesses, and the minutes must record the result and any sanction. A single hearing before the Board is faster and less costly than the multi-level 2008 process, and the owner keeps the right to go to court. The text does not prohibit an attorney. Notices go out through the management company or the Foundation’s attorney, which keeps a record of when each notice was sent. The statement that technical notice defects do not invalidate a hearing applies only if the owner attended a hearing.

Provisions

Can fines and legal fees become liens? Is there a minimum before the Foundation records a lien or forecloses? Is the attorney-fee provision one-way?

- The Amended and Restated Declaration does not change how the 2008 Declaration treats fines and legal fees. That is to say, outstanding fines and legal fees already constitute a lien on property within the Foundation. Since 2008, under the 2008 Declaration and the Georgia Property Owners Association Act ("POAA"), the Foundation has had the ability to pursue an order for foreclosure on a Lot with a delinquent balance of more than $2,000. The Board has rarely pursued this right, and it does not plan to change that because of the Amended and Restated.

- Effective January 1, 2027, community associations that are subject to the POAA, which we are, are only permitted to pursue an order for foreclosure when the outstanding balance is at least the lesser of $4,000.00 or 12 months of regular assessments, but not less than $2,000.00. Those amounts cannot include fines, fees, or legal fees.

- The Amended and Restated Declaration provides that the Foundation is entitled to recover attorney's fees when it successfully brings suit to collect assessments or enforce the Declaration. It does not contain language that provides Owners recover fees if they successfully sue the Foundation.

Provisions

Can I convert my garage to a room or apartment?

- No

  Current ARC Guidelines:

  11.c. The following are not permitted on any lot at any time:

  xii. Garage conversions to living space

  Proposed Covenants:

  8.(d) Garages shall not be converted to additional living space without express written approval from the ARC or the Board.

Can I rent out a room or basement apartment in my house?

- Yes

  Proposed Covenants:

  Leasing. Leasing of Lots is permitted within the Foundation subject to the following provisions:

  (a) General Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion may be leased; provided, however, that an Owner may lease a portion of his Lot to a roommate if the Owner is also to occupy the Lot on a full-time basis. There shall be no subleasing of Lots or assignment of leases. All leases shall be for an initial term of not less than six (6) months.

Provisions

Is there a Change to Books and Records Inspection?

2008 Bylaws:

11.13. Books and Records: The books, records and papers of the Foundation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, By-Laws of the Foundation and Rules shall be available for inspection by any Member at the principal office of the Foundation.

2026 Proposed Bylaws:

Section 8. Books and Records. All Members of the Foundation and all holders, insurers or guarantors of First Mortgages shall, upon written request, be entitled to inspect current copies of the Declaration, these Bylaws and the Rules and Regulations of the Foundation during normal business hours at the office of the Foundation or other place designated reasonably by the Board of Directors as the depository of such items. Other books and records of the Foundation shall be subject to inspection by the Members to the extent provided for and in accordance with the provisions of the Georgia Nonprofit Corporation Code. Notwithstanding the foregoing, the Foundation may prevent the inspection of records which the Board determines, in its sole discretion, are confidential in nature or legally privileged.

Verbiage update is necessary to align documents with Georgia Nonprofit Corporation Code.

Provisions

Can the MLFBOD or ARC come on to my lot?

Current ARC Guidelines:

6.e. The ARC reserves the right to visit your lot and inspect the improvement(s). This will be done for two specific reasons:

i. To ensure that the application details were followed; and/or

ii. To note any problems that were encountered and to learn any pointers that may help other homeowners more easily complete similar projects.

2008 Bylaws:

12.5.4. Self Help. The Foundation or its duly authorized agent shall have the power to enter a Lot or Unit or upon any portion of the Foundation Properties to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws or the rules and regulations; provided, however, the violating Owner or occupant is given at least fourteen (14) days prior written notice (unless an emergency exists which negates this notice requirement) requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation.

Provisions

Can the MLFBOD or ARC come on to my lot?

2026 Proposed Covenants:

7.c.i. The ARC shall have the sole discretion to determine whether plans and specifications and other data submitted for approval are acceptable to the Foundation. Representatives of the ARC shall have the right during reasonable hours, and **upon prior notice to the Owner**, to enter upon and inspect any Lot or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with.

7.e. Right of Inspection. The ARC, and its agents and representatives, shall have the right, during reasonable hours, and **upon prior notice to the Owner**, to enter upon and inspect any Lot at any time before, during or after completion of any work for which approval is required hereunder for the purpose of ascertaining whether the installation, construction, alteration or maintenance or the use of the Lot is in compliance with the provisions of this Declaration; and no such person or entity shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

14.d. (d) Self Help. In addition to any other remedies provided for herein, the Foundation or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Foundation Properties to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the Rules and Regulations or the use restrictions. **Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help.**

Provisions

Can the MLFBOD or ARC make rules about parking or driving on city streets?

PARKING: Street parking can be subject to rules and regulations of the Foundation, so the Board can adopt rules that regarding street parking for certain instances.

Current Community Guidelines:

10. Avoid parking in the street if at all possible. Vehicles may be parked on the street for a maximum of 10 hours at a time. UNLESS there is a safety issue resulting from the location of the parked vehicle i.e., parked too close to an intersection, parked in a curve, etc... Please do not park a vehicle such that it obstructs access to a mailbox or fire hydrant. Do NOT park so that there are vehicles parked on both sides of a street.

Current ARC Guidelines:

7.g. It is preferred that vehicles do not park on the streets. If a vehicle is parked on the street, it must park in compliance with all state and local laws/ordinances.

Proposed Covenants:

8.d. (d) ... Vehicles shall not be parked on the Foundation Properties, except in designated parking areas. Vehicles shall not be parked on a Lot, except in the driveway, garage or a location as approved by the ARC. Vehicles shall not be parked on any subdivision street except as expressly permitted by the Rules and Regulations of the Foundation. All parking shall be subject to such Rules and Regulations as the Board may adopt.

Provisions

Can the MLFBOD or ARC make rules about parking or driving on city streets?

DRIVING: Only applies to streets it controls. Most of the streets are public, so it wouldn't apply to those streets.

Current Covenants:

3.4. Suspension of Membership Rights: During the period in which a Member shall be in violation of any provision of the Foundation's governing documents, or any Declaration covenant to which a Member is then subject, or during any period in which a Member shall be in default in the payment of any assessment levied by the Foundation (reference 5.1.2.1), the membership rights of such Member including, but not limited to, the right to vote, **the right of enjoyment in and to the Foundation Properties and facilities** and the right to receive and enjoy such services and other benefits as may then be provided by the Foundation, may be suspended by the Board of Directors until such violation or such default has been cured. Such Member will be regarded as having a membership status "not in good standing".

Proposed Covenants:

14. B. (b) Suspension of Rights and Services. ... Without limiting the generality of the foregoing, the Foundation is expressly authorized to suspend the right of any Owner who is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Foundation, and the right of such Owner's family members, tenants, guests, licensees, and invitees to use or operate vehicles on the roads and **streets within the Development**; provided, however, that pedestrian access to and use of such roads and streets shall be provided at all times.

Homeowner Forum

MARTIN'S LANDING FOUNDATION

2026 Covenants and Bylaws Vote

YOUR VOTE MATTERS!

Voting Period:

Nov 1, 9am – Dec 15, 5pm

Visit:

MLFCBVOTE.COM

