



Unicoi Springs Camp Resort

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To all Unicoi Springs Owners,

After speaking with our attorney and further investigation, it has come to our attention that two sentences were left out of Article 8, Section 4, under Special Assessments and need to be corrected immediately.

It was not the intention of the current Board of Directors to leave out any part of that paragraph giving this current Board, or any Board in the future, the right to pass a Special Assessment without the 2/3 vote required.

If you look at the copy that was posted on our website and on the official Board of Directors Facebook page, it is correct, and you will see in "blue" that there was to be "no change". Article 8, Section 4 will remain as in the original covenants.

The correction to the paragraph in Article 8, Section 4, is noted below in red and in its entirety.

Section 4. Special Assessments. The Association may also, in addition to other assessment provided herein, levy special assessments for the purpose of the defraying of costs, in whole or part, of any expenses of the Association for which the annual assessment, as referenced above, is deemed to be inadequate; provided, however, any such assessment shall be approved by the Board of Directors and at least two-thirds (2/3) of the Owners voting at a meeting of the Association duly called for such purpose. All such special assessments shall be assessed against each Undivided Interest in the same manner as the annual assessment and shall be payable as determined by the Board of Directors of the Association.

If you feel this will change your vote and you have already sent your vote by mail or dropped it off in the office, you can contact the office and have them help you to make the changes to your vote if necessary.

Sincerely,

Board Of Directors
Unicoi Springs Owners Association

Section 3. **Annual Assessments.** The annual budget shall be prepared to determine what the annual assessment that will be disseminated to Owners. The Association may accomplish such dissemination by placement of copies of the budget at a reservations or check-in desk where Owners will reserve use or check-in for use of Camping Sites/Rental Units. Fiscal operating statements, which shall be based upon a comparison of budget to expenses, shall be disseminated to Owners at least annually in the same fashion or at the annual meeting provided for in the By-Laws. The annual assessments shall be assessed uniformly against such Undivided Interest and shall be payable at such times as may be resolved by the Board of Directors, provided, as specified above, the Board may provide for alternative incremental periodic payment. The amount of the annual assessment shall be determined by the Board of Directors of the Association.

Section 4. **Special Assessments.** The Association may also, in addition to other assessment provided herein, levy special assessments for the purpose of the defraying of costs, in whole or part, of any expenses of the Association for which the annual assessment, as referenced above, is deemed to be inadequate; provided, however, any such assessment shall be approved by the Board of Directors and at least two-thirds (2/3) of the Owners voting at a meeting of the Association duly called for such purpose. All such special assessments shall be assessed against each Undivided Interest in the same manner as the annual assessment and shall be payable as determined by the Board of Directors of the Association.

Section 5. **Evidence of Payment.** The Association shall, upon request, furnish any Owner a written certificate setting forth any delinquent assessments with respect to such Owner's Undivided Interest, and such certificate shall be conclusive evidence of the payment of any delinquent assessment not set forth therein. Any Owner shall be entitled, upon a written request, to a statement from the Association or its managing agent setting forth the amount of the assessments past due and unpaid with all charges and interest applicable thereto against the Undivided Interest. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The information shall be provided by the Association within five (5) business days after the receipt of the request and such statement shall be binding upon the Association and every Owner. Payment of a fee as defined by a Schedule of Fees to the Association may be required as a prerequisite to the Association's Issuance of such a statement.

Section 6. **Effect of and Remedies for Non-Payment.** If any assessment, or installment thereof, is not paid within ten (10) days after the date when the same becomes payable, the entire unpaid balance of all assessments as might be due within the calendar year or fiscal year, as the case may be, shall become immediately due and payable, without notice, and shall bear interest from the date when the same becomes payable at the highest rate of interest per annum authorized by Georgia law. Furthermore, whether the Board of Directors of the Association declares such acceleration or not, the Association may, for the accelerated amount, in the event acceleration is declared, or in such amounts as may otherwise be due, bring an action against the party obligated to pay the same, and the lien for such unpaid assessment may be foreclosed in the same manner as the foreclosure of a lien as might exist under the terms of the Georgia Condominium Act or, in the event a court of competent jurisdiction provides that procedures for foreclosure as allowed for condominium associations for condominium liens, may not be taken advantage of by the Association, then, in such event, foreclosure may be in the same manner as the foreclosure of other liens of real property in accordance with Georgia law.

Article IX General Provisions

Section 1. **Duration.** The covenants, conditions, and restrictions established hereby shall run with the land and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of ten (10) years from the date this Declaration is recorded in the Superior Court land records of White County, Georgia, at which time the same shall be automatically renewed for successive periods of ten (10) years unless, by a duly executed and recorded Instrument, the then Owners of Undivided Interest(s) of those eligible to vote of at least two-thirds (2/3) of the Undivided Interests of ballots returned (as long as a quorum is met) elect to terminate the same by method(s) determined by the Bylaws.

Section 2. **Amendments.** This Declaration may be amended by an Instrument of two-thirds of the vote (if a quorum is met) of Owners of Undivided Interest(s) of those eligible to vote.

Section 3. **Notices.** Any notice to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such Owner at his last known address as shown in the records of the Association, electronic communication, or personal delivery. Owners have a duty to keep their contract information up to date.



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August 16, 2024

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Re: Covenants Change Regarding Assessments

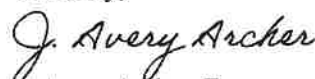
Unicoi Springs Owners Association Inc.

I am writing to discuss the voting language contained in the current Covenants regarding assessments. Specifically, the board has informed me that they erroneously did not include a requirement of a 2/3 vote for special assessments. Based on my conversation with the board, it was made clear that this board does not desire to have the power, nor does it desire any future board to have the power, to levy special assessments without Owner votes. To clear up the issue, I have added the following language to Article VIII, Assessments, Section 4, Special Assessments:

Section 4. **Special Assessments.** The Association may also, in addition to other assessment provided herein, levy special assessments for the purpose of the defraying of costs, in whole or part, for any expenses of the Association for which the annual assessment, as referenced above, is deemed to be inadequate; however, any such assessment shall be approved by the Board of Directors **and at least two-thirds (2/3) of the Owner voting at a meeting of the Association duly called for such purpose.** All such special assessments shall be assessed against each Undivided Interest in the same manner as the annual assessment and shall be payable as determined by the Board of Directors of the Association.

With the aforementioned change, the power to levy special assessments will remain with Owners.

Sincerely,


J. Avery Archer, Esq.

Enclosure(s)



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August 14, 2024

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Re: Voting Language in Current By-Laws & Covenants; Amending

Unicoi Springs Owners Association Inc.

I am writing to discuss the voting language contained in the current By-Laws & Covenants regarding amendments of the same. It is my understanding that questions arose regarding non-eligible voters being counted towards the total vote count requirements for various amendments.

I. Relevant Covenant's Language

ARTICLE 1: DEFINITIONS

(g) “**Undivided Interest**” shall mean an undivided fractional interest as tenant-in-common in Unicoi Springs Camp Resort or a phase thereof. AMENDED August 1, 1984: No undivided fractional interest as tenant in common in an amount smaller than 1/3,000 interest shall be created in Unicoi Springs Camp Resort without the written consent of Declarant, any lender holding a security deed covering unsold Undivided Interests and any holder as collateral of a deed to secure debt or other security instrument generated in connection with the conveyance of an Undivided Interest to an Owner.

ARTICLE III: Membership in the Association

Section 2. Voting Rights. One (1) vote may be cast with respect to each Undivided Interest owned by each Owner other than Declarant. Each vote for each Undivided Interest owned by an Owner other than Declarant is equal in weight to each other vote for each Undivided Interest owned by each Owner other than the Declarant. In the event there is more than one (1) Owner of an Undivided Interest, the vote for such Undivided Interest shall be cast as the Owners thereof among themselves determine and in the event the Owners cannot reach a consensus as to how the vote shall be cast, no vote shall be counted. The Association is authorized to accept the vote for an Undivided Interest from one Owner in the event of multiple ownership of an Undivided Interest if it is represented to the Association that such person is the lawful representative of all Owners of that Undivided Interest and no objection is raised by any other Owner. **Exercise of voting rights shall be further regulated by the provisions of the By-Laws of the Association.**

ARTICLE IX: General Provisions

Section 2. **Amendments.** This Declaration may be amended by an Instrument signed by the Declarant (so long as it retains a right to appoint directors) and Owners of at least two-thirds (2/3) of the Undivided Interest; provided, however, during such time as the Declarant retains a right to expand Unicoi Springs, this Declaration may be amended solely by the Declarant provided, Declarant shall not, without the written consent of at least two-thirds (2/3) of the Owners amend the provisions hereof establishing a formula for Owners votes, assessments or ownership interest for each Undivided Interest owned other than as may be required by a lender advancing funds for the purchase of an Undivided Interest.

IN ACCORDANCE WITH ARTICLE IX, Section 2, of the afore referenced Declaration, the Declaration may be amended solely by the Declarant, during such time as the Declarant retains a right to expand Unicoi Springs; provided, however, Declarant shall not without the written consent of at least two-thirds (2/3) of the Owners amend the provisions of the Declaration which establish a formula for Owners' votes, assessments or ownership interest for each undivided interest owned other than as may be required by a lender advancing funds for the purchase of an undivided interest;

WHEREAS, as of the date hereof the Declarant continues to retain a right to expand Unicoi Springs and this Amendment does not amend the provisions of the Declaration which establish a formula for Owner's votes, assessments or ownership interests for each undivided interest owned;

II. Relevant By-Laws Language

ARTICLE 1: General

Section 6. **Voting.** Each Undivided Interest shall be entitled to one equally weighted vote, which vote may be cast by the Owner as provided below. When more than one (1) Person owns an Undivided Interest, the vote for such Undivided Interest shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Undivided Interest. If only one (1) co-owner attempts to cast the vote for an Undivided Interest, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Undivided Interest. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. **No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.**

Section 7. **Majority.** As used in these Bylaws, the term "majority" shall mean those votes, Owners or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively.

ARTICLE 2: Meeting of Members

Section 5. **Quorum.** Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting (annual or special), of Owners entitled to cast one-tenth (1/10) of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting right have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

ARTICLE 6: Miscellaneous

Section 7. **Conflicts.** The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Act, the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of an Undivided Interest, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. **Amendment.** These Bylaws may be amended with the approval of two thirds (2/3rds) of the eligible Association vote (1) present, in person or by proxy, at a duly called meeting of the members at which a quorum is present, notice of which shall specify the purpose of such meeting, or (2) voting by written ballot pursuant to these ByLaws.

III. ANALYSIS

Based on the foregoing, voting rights, as it relates to the covenants and/or bylaws, can clearly only be exercised by undivided interest holders that ARE NOT SUSPENDED. Article 1, Section 6 makes clear:

...No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Thus, an eligible voter must be in good standing. Further, only eligible voters shall be counted towards meeting the required vote count. As it relates to voting, the Bylaws further regulate the same as shown by Article III, Section 2 of the current covenants in effect. To amend the current covenants, based on the current language in effect, 2/3 of ELIGIBLE VOTERS must consent to the same. To amend the current bylaws, 2/3 of ELIGIBLE VOTERS that are PRESENT at a DULY CALLED MEETING at which a QUROM IS PRESENT must vote in favor of such amendment. For example, if there are 3,000 outstanding deeds but only 1,627 of those deeds are held by members in good standing, then only 1,627 eligible voters exists. As such, all voting and quorum numbers would be established based upon the existing 1,627 eligible voters, not the 3,000 outstanding deeds.

Sincerely,


J. Avery Archer, Esq.

Enclosure(s)