

Murphey Candler Neighborhood Association Proposed By-laws Amendments – August 2020



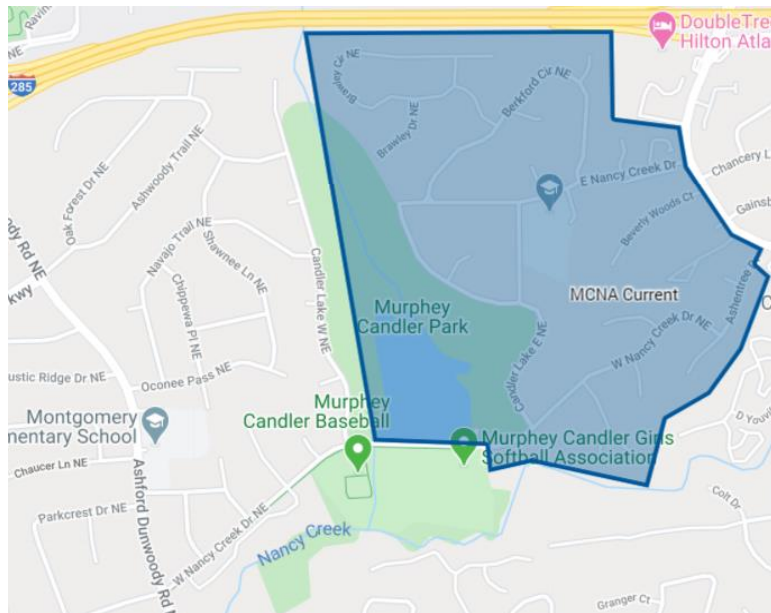
Item 1 - Membership

- Redefine geographic area to include all areas north of Nancy Creek and south of I-285 and between Ashford Dunwoody and Chamblee Dunwoody Roads except the D’Youville condominiums.
- Add section 2.4 to define household in Good Standing for purposes of voting.

Current Section/Text

1.5 Geographic Area

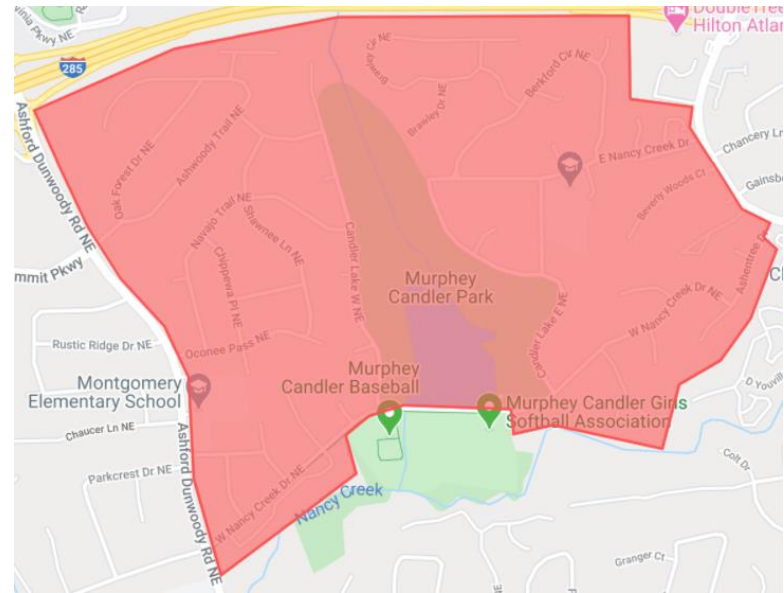
The MCHA shall include all homeowners in the Murphey Candler Park area in northern unincorporated DeKalb County, Georgia, located just south of Interstate 285, north and east of the lake in Murphey Candler Park, west of Chamblee Dunwoody Road, including the following streets...



New Section/Text

2.1 Geographic Area

The MCNA shall include all homeowners in the Murphey Candler Park area in the City of Brookhaven, Georgia, located just south of Interstate 285, north of Nancy Creek (excepting D’youville condominiums), west of Chamblee Dunwoody Road, and east of Ashford Dunwoody Road.



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| Current Section/Text | | New Section/Text | |
|----------------------|---------------------------------------|--------------------------|---|
| n/a | <i>Not present in current By-laws</i> | 2.4 Good Standing | A household is in good standing for the purpose of voting when current in the payment of annual dues. |

Item 2 – Text Messaging

- Add text messaging as an acceptable method of communication

| Current Section | Old Text | New Section | New Text |
|-----------------------------|--|-----------------------------|--|
| 2.8 Special Meetings | (c) by telephone communication (including facsimile); or (d) by electronic mail... | 3.8 Special Meetings | (c) by telephone communication (including facsimile or text message); or (d) by electronic mail... |

Item 3 – Name Change and Clean Up

- Change name from “Murphey Candler Homeowners’ Association” (MCHA) to “Murphey Candler Neighborhood Association” (MCNA)
- Move three sections from Article 1 into newly added Article 2 “MEMBERSHIP” and re-number remaining sections
- Correct grammatical errors

| Current Section | Old Text | New Section | New Text |
|------------------------------|---|------------------------------|---|
| ARTICLE 1 | | ARTICLE 1 | |
| 1.1 Name | ...Murphey Candler Homeowners’ Association (hereafter referred to the “ MCHA ”). | 1.1 Name | ...Murphey Candler Neighborhood Association (hereafter referred to the “ MCNA ”). |
| 1.2 Registered Office | The MCHA , a Georgia non-profit corporation... The MCHA may have other offices... ...from time to time by its Board of Directors of Directors (“ Board of Directors ”). | 1.2 Registered Office | The MCNA , a Georgia non-profit corporation... The MCNA may have other offices... ...from time to time by its Board of Directors of Directors (“ Board of Directors ”). |

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| Current Section | Old Text | New Section | New Text |
|----------------------------|---|----------------------------|---|
| 1.3 Purpose | <i>No change</i> | 1.3 Purpose | <i>No change</i> |
| 1.4 Mission | The mission of the MCHA is to offer a mechanism to organize and provide a strong voice to the many diverse residents in our neighborhood so as to preserve and enhance... | 1.4 Mission | The mission of the MCNA is to offer a mechanism to organize and provide a strong voice to the many diverse residents in our neighborhood so as to preserve and enhance... |
| 1.5 Geographic Area | See Item 1 - Membership (page 1) | 2.1 Geographic Area | See Item 1 - Membership (page 1) |
| 1.6 Powers | The MCHA shall have all powers authorized under the Georgia Nonprofit Corporation Code reasonably necessary to fulfill the purpose of the MCHA . | 1.5 Powers | The MCNA shall have all powers authorized under the Georgia Nonprofit Corporation Code reasonably necessary to fulfill the purpose of the MCNA . |

| Current Section | Old Text | New Section | New Text |
|-------------------------------------|--|-------------------------------------|--|
| n/a | <i>Not present in current By-laws</i> | ARTICLE 2 | MEMBERSHIP |
| 1.7 Participation by Members | <i>No change to section text</i> | 2.2 Participation by Members | <i>No change to section text</i> |
| 1.8 One Vote per Household | ...put to a vote by MCHA so long as the Member...regulations adopted by the MCHA . | 2.3 One Vote per Household | ...put to a vote by MCNA so long as the Member...regulations adopted by the MCNA . |

| Current Section | Old Text | New Section | New Text |
|---|--|---|--|
| ARTICLE 2 | MCHA GOVERNING BODY | ARTICLE 3 | MCNA GOVERNING BODY |
| 2.1 Governing Body and Composition | The affairs of the MCHA shall be governed by... Each Director must be a homeowner within the MCHA boundaries. | 3.1 Governing Body and Composition | The affairs of the MCNA shall be governed by... Each Director must be a homeowner within the MCNA boundaries. |

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| Current Section | Old Text | New Section | New Text |
|---|--|---|---|
| 2.2 Board of Directors | <p>...Directors of the MCHA shall be comprised of the total number of members serving as Executives to the MCHA as well as a minimum of 3 At-Large Directors and collectively as the “Board of Directors”.</p> <p>...proceedings of the MCHA except where...</p> <p>Where any Board of Director’s position is taken...</p> | 3.2 Board of Directors | <p>...Directors of the MCNA shall be comprised of the total number of members serving as Executives to the MCNA as well as a minimum of 3 At-Large Directors and referred to collectively as the “Board of Directors”.</p> <p>...proceedings of the MCNA except where...</p> <p>Where any Board of Director’s position is taken...</p> |
| 2.3 Executives | <i>No change to section text</i> | 3.3 Executives | <i>No change to section text</i> |
| 2.4 Election and Term of Office | <p>The Board of Directors shall elected by a vote of the Members in good standing of the MCHA.</p> <p>...finalized prior to the MCHA’s annual meeting.</p> | 3.4 Election and Term of Office | <p>The Board of Directors shall be elected by a vote of the Members in good standing of the MCNA.</p> <p>...finalized prior to the MCNA’s annual meeting.</p> |
| 2.5 Removal of Directors | <p>At any annual, regular or special meeting of the MCHA...</p> <p>...of the total Board of Directors of Directors...</p> | 3.5 Removal of Directors | <p>At any annual, regular or special meeting of the MCNA...</p> <p>...of the total Board of Directors of Directors...</p> |
| 2.6 Vacancies | <i>No change to section text</i> | 3.6 Vacancies | <i>No change to section text</i> |
| 2.7 Regular Meetings | <i>No change to section text</i> | 3.7 Regular Meetings | <i>No change to section text</i> |
| 2.8 Special Meetings | ...as shown on the records of the MCHA . | 3.8 Special Meetings | ...as shown on the records of the MCNA . |
| 2.9 Quorum of Board of Directors | <i>No change to section text</i> | 3.9 Quorum of Board of Directors | <i>No change to section text</i> |
| 2.10 Compensation | No Director shall receive any compensation from the MCHA for acting as a Director. Reimbursement to Directors for expenses related to conducting the business of the MCHA is allowable and shall | 3.10 Compensation | No Director shall receive any compensation from the MCNA for acting as a Director. Reimbursement to Directors for expenses related to conducting the business of the MCNA is |

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| Current Section | Old Text | New Section | New Text |
|---|--|---|--|
| | not be considered compensation for purposes in this provision. | | allowable and shall not be considered compensation for purposes in this provision. |
| 2.11 Open Meetings | All meetings of the MCHA Board of Directors... | 3.11 Open Meetings | All meetings of the MCNA Board of Directors... |
| 2.12 Executive Session | ...litigation in which the MCHA is or may be... ...nature related to the MCHA organization. ...is taken on behalf of the MCHA . | 3.12 Executive Session | ...litigation in which the MCNA is or may be... ...nature related to the MCNA organization. ...is taken on behalf of the MCNA . |
| 2.13 Action Without a Formal Meeting | ...delivered to the MCHA for inclusion in the minutes for filing in the corporate records. | 3.13 Action Without a Formal Meeting | ...delivered to the MCNA for inclusion in the minutes for filing in the corporate records. |
| 2.14 Telephonic Participation | <i>No change to section text</i> | 3.14 Telephonic Participation | <i>No change to section text</i> |
| 2.15 Use of Technology | <i>No change to section text</i> | 3.15 Use of Technology | <i>No change to section text</i> |

| Current Section | Old Text | New Section | New Text |
|-------------------|--|-------------------|--|
| ARTICLE 3 | OFFICERS/DIRECTORS | ARTICLE 4 | OFFICERS/DIRECTORS |
| 3.1 Powers | ...responsible for the affairs of the MCHAfor the administration of the MCHA's affairs... ...resolution of the MCHA that may hereafter... (b) ...for the operation of the MCHA ... (c) ...accounts on behalf of the MCHA ... (e) ...receipts and expenditures of the MCHA ... | 4.1 Powers | ...responsible for the affairs of the MCNAfor the administration of the MCNA's affairs... ...resolution of the MCNA that may hereafter... (b) ...for the operation of the MCNA ... (c) ...accounts on behalf of the MCNA ... (e) ...receipts and expenditures of the MCNA ... |

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| Current Section | Old Text | New Section | New Text |
|---------------------------|---|---------------------------|---|
| | (f) ...contracts on behalf of the MCHA ; (g) ...opinion vote on matters related to MCHA ... | | (f) ...contracts on behalf of the MCNA ; (g) ...opinion vote on matters related to MCNA ... |
| 3.2. President | ...Chief Executive Officer of the MCHAsupervision of the affairs of the MCHA MCHA and maintain strict supervision over all of its affairs ...affairs and conditions of the MCHA , and shall manage and operate the business of the MCHA ... | 4.2. President | ...Chief Executive Officer of the MCNAsupervision of the affairs of the MCNA MCNA and maintain strict supervision over all of its affairs ...affairs and conditions of the MCNA , and shall manage and operate the business of the MCNA ... |
| 3.3 Vice President | <i>No change to section text</i> | 4.3 Vice President | <i>No change to section text</i> |
| 3.4 Secretary | ...have custody of the seal of the MCHA ; ...signature of any officer of the MCHA ; ...duties of the Treasurer of the MCHA in the absence or disability of the Treasurer. ...serve as custodian of all MCHA records. | 4.4 Secretary | ...have custody of the seal of the MCNA ; ...signature of any officer of the MCNA ; ...duties of the Treasurer of the MCNA in the absence or disability of the Treasurer. ...serve as custodian of all MCNA records. |
| 3.5 Treasurer | ...books and records of the MCHA and shall faithfully account for the MCHA's funds... ...financial condition of the MCHAmoney and other assets of the MCHA in the name and to the credit of the MCHAand other assets of the MCHA consistent with the needs of the MCHA to disburse such money and assets in the course of the MCHA's business. ...perform the duties of the Secretary of the MCHA in the absence or disability of the Secretary. | 4.5 Treasurer | ...books and records of the MCNA and shall faithfully account for the MCNA's funds... ...financial condition of the MCNAmoney and other assets of the MCNA in the name and to the credit of the MCNAand other assets of the MCNA consistent with the needs of the MCNA to disburse such money and assets in the course of the MCNA's business. ...perform the duties of the Secretary of the MCNA in the absence or disability of the Secretary. |

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| Current Section | Old Text | New Section | New Text |
|------------------------------|----------------------------------|------------------------------|----------------------------------|
| 3.6 Ad Hoc Committees | <i>No change to section text</i> | 4.6 Ad Hoc Committees | <i>No change to section text</i> |

| Current Section | Old Text | New Section | New Text |
|--|---|--|---|
| ARTICLE 4 | FINANCES | ARTICLE 5 | FINANCES |
| 4.1 Expenditure of Funds | <i>No change to section text</i> | 5.1 Expenditure of Funds | <i>No change to section text</i> |
| 4.2 Collection of Membership Fees and Other Donations | <i>No change to section text</i> | 5.2 Collection of Membership Fees and Other Donations | <i>No change to section text</i> |
| 4.3 Annual Membership Fee | There shall be an annual Membership Fees which shall be determined and voted on by the Board of Directors at a regular meeting. Membership fees shall be payable to the MCHA and collected by the Treasurer... | 5.3 Annual Membership Fee | There shall be an annual Membership Fee which shall be determined and voted on by the Board of Directors at a regular meeting. Membership fees shall be payable to the MCNA and collected by the Treasurer... |

| Current Section | Old Text | New Section | New Text |
|---|---|---|---|
| ARTICLE 5 | AMENDMENTS TO BY-LAWS | ARTICLE 6 | AMENDMENTS TO BY-LAWS |
| 5.1 Two Thirds Vote Required | ...by the full homeowner membership prior to any action taken by the Board of Directors. | 6.1 Two Thirds Vote Required | ...by the full homeowner membership prior to any action taken by the Board of Directors. |
| 5.2 Notice of Amendment Required | <i>No change to section text</i> | 6.2 Notice of Amendment Required | <i>No change to section text</i> |

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| Current Section | Old Text | New Section | New Text |
|------------------------------|---|------------------------------|---|
| ARTICLE 6 | MISCELLANEOUS | ARTICLE 7 | MISCELLANEOUS |
| 6.1 Fiscal Year | The fiscal year of the MCHA shall be... | 7.1 Fiscal Year | The fiscal year of the MCNA shall be... |
| 6.2 Conflicts | <i>No change to section text</i> | 7.2 Conflicts | <i>No change to section text</i> |
| 6.3 Indemnification | The MCHA shall indemnify every Director and committee member... ...on behalf of the MCHA (except to the extent that such officers or Directors may also be members of the MCHA). | 7.3 Indemnification | The MCNA shall indemnify every Director and committee member... ...on behalf of the MCNA (except to the extent that such officers or Directors may also be members of the MCNA). |
| 6.4 Books and Records | The MCHA shall keep correct and complete books and records of the MCHA and its accounts... The books and records of the MCHA shall be available for inspection by Members during normal business hours at the office of the MCHA ... | 7.4 Books and Records | The MCNA shall keep correct and complete books and records of the MCNA and its accounts... The books and records of the MCNA shall be available for inspection by Members during normal business hours at the office of the MCNA ... |
| 6.5 Notices | Notice to the MCHA shall be sent to the President of the MCHA and the registered agent at his or her address. | 7.5 Notices | Notice to the MCNA shall be sent to the President of the MCNA and the registered agent at his or her address. |
| 6.6 Construction | ...the masculine gender shall include the feminine and neuter gender... ...shall not affect the remaining provisions for these By-laws... | 7.6 Construction | ...the masculine gender shall include the feminine and neutral gender... ...shall not affect the remaining provisions of these By-laws... |
| 6.7 Headings | <i>No change to section text</i> | 7.7 Headings | <i>No change to section text</i> |

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| Current Section | Old Text | New Section | New Text |
|------------------------|--|--------------------|---|
| Attestation | MURPHEY CANDLER HOMEOWNERS' ASSOCIATION, INC. | Attestation | THE MURPHEY CANDLER NEIGHBORHOOD ASSOCIATION, INC. |