



**BYLAWS**  
**OF THE**  
**LEFTOVER HOMEOWNERS**  
**ORGANIZATION, INC.**

**Jackson, Mississippi**

**January 2019**

**(As amended at the January 2020 meeting of the Members)**

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**LEFTOVER HOMEOWNERS**  
**ORGANIZATION, INC.**

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BYLAWS OF THE LEFTOVER HOMEOWNERS ORGANIZATION, INC., A MISSISSIPPI NON-PROFIT CORPORATION ESTABLISHED 01 FEBRUARY 2018, WHOSE MEMBERS ARE CERTAIN OWNERS OF THE LOTS IN THE AREA BOUNDED BY THE SOUTH SIDE MEADOWBROOK ROAD TO THE NORTH, THE NORTH SIDE OF EASTOVER DRIVE TO THE SOUTH, THE WEST SIDE OF RIDGEWOOD ROAD TO THE EAST, AND THE EAST SIDE PERSEVERANCE DRIVE (A PRIVATE ROAD) TO THE WEST, COLLECTIVELY "THE NEIGHBORHOOD."

WHEREAS, where other bylaws, agreements, or covenants may currently exist providing for a homeowners association (HOA) or otherwise in the Neighborhood, those owners are legally bound to follow their own rules and covenants if found to be in conflict with those proposed herein; and

WHEREAS, the Owners of a majority of the lots in the Neighborhood wish to establish an HOA to be known as the LEFTOVER HOMEOWNERS ORGANIZATION, INC., (hereinafter "the HOA") to manage the affairs of the Neighborhood by implementing policies, procedures, minimum standards, and best practices with the objectives of enhancing security, growing community, and increasing property values; and

WHEREAS, the Owners of a majority of the lots in the Neighborhood have agreed by approved vote to state these Bylaws as being those for the Neighborhood, and that they wish to regard adherence to them as essential for all the Owners in the Neighborhood, with the result being that the Neighborhood shall henceforth be obliged by one set of Bylaws; and

WHEREAS, the provisions of these Bylaws declare that they may be amended from time to time by the Owners of a majority of the lots in the Neighborhood; and

NOW, THEREFORE, these Bylaws, upon being approved by the current Owners of a majority of the lots in the Neighborhood, shall henceforth enact upon the Neighborhood those certain policies, procedures, minimum standards, and best practices set forth below for all current and future Owners within the Neighborhood.

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## ARTICLE I DEFINITIONS

These definitions shall apply unless the surrounding context expressly provides otherwise.

"BOARD OF DIRECTORS" OR "THE BOARD" shall mean that group consisting of ten (10) duly elected Members of the HOA, who shall have the responsibility of administering the affairs of the HOA.

"BYLAWS" shall mean the collective policies, procedures, minimum standards, and best practices enumerated in this document that were duly approved by the Owners of a majority of the lots in the Neighborhood.

"CURRENT MEMBER" shall mean an Owner who has a current LOHO account in good standing and is eligible to vote on matters that may come before any meeting approved by the Board. An account in good standing indicates all current financial obligations have been met and no other matters are unresolved.

"DIRECTOR" shall mean any of the ten (10) Members duly elected in accordance with these Bylaws to serve on the Board of Directors.

"THE HOA" shall mean the LEFTOVER HOMEOWNERS ORGANIZATION, INC., an organization established to implement and manage the policies, procedures, minimum standards, and best practices outlined in this document.

"LOT" shall mean any platted lot in the Neighborhood. If adjacent lots have been combined into one lot having the same Owner, the combined lots shall be considered to be only one lot, with the Owner being considered only one Member having only one vote.

"THE NEIGHBORHOOD" shall mean the geographic area, and the platted lots therein, bounded by the south side Meadowbrook Road to the north, the north side of Eastover Drive to the south, the west side of Ridgewood Road to the east, and the east side Perseverance Drive (a private road) to the west.

"OFFICER" shall mean any of the four Directors currently holding the title of president, vice-president, secretary, or treasurer.

"OWNER" shall mean an Owner of a lot in the Neighborhood as recorded with Hinds County, whether one or more persons or entities. An Owner is not necessarily a current Member of the HOA and is not necessarily entitled to vote on matters that may come before any meeting approved by the Board. The use of the pronoun "their" to refer to an Owner in these Bylaws shall be deemed to refer to all Owners, or to an Owner who is not a person.

"PROPERTY" shall mean the lots in the Neighborhood according to the respective plats on file with Hinds County.

"THE CITY" shall mean The City of Jackson.

NOTE – The use of a singular pronoun in these Bylaws shall also extend to the plural, i.e., "person" also includes "persons," and vice versa.

## ARTICLE II COVENANT TO COMPLY

Members of the HOA covenant that they will, in good faith, comply with and support the provisions enumerated in these Bylaws and their associated policies, procedures, minimum standards, and best practices, as approved by the Owners of a majority of the lots in the Neighborhood, and as the same that may be amended from time to time in accordance with these Bylaws.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership status. Membership status in the HOA is conferred on any Owner of a lot in the Neighborhood with a current LOHO account in good standing. A current LOHO account indicates all financial obligations are met and no other matters are unresolved.

SECTION 2. Tenant Membership.

(a) Tenants in the Neighborhood whose lot Owners have chosen to participate in the HOA are encouraged to still register with the HOA to receive information and participate in all matters that affect the Neighborhood, however, there is no right to vote on matters that may come before any meeting approved by the Board. Tenant Membership shall be assessed at \$25 annually.

(b) Tenants in the Neighborhood whose lot Owners have chosen NOT to participate in the HOA are free to participate as any other Owner would be entitled to do so, including the right to vote on matters that may come before any meeting approved by the Board, by paying the annual assessment and maintaining a LOHO account in good standing. If a tenant has paid the annual assessment and become a current Member, Owners may, at any time, reclaim their voting rights by reimbursing their tenant in full for the annual assessment.

(c) Hereinafter any references to Members may also include those other tenants who have elected to participate absent their lot Owner's interest in participating.

SECTION 3. Voting Rights. Each Member of the HOA in good standing shall be entitled to one (1) vote on matters that may come before any meeting approved by the Board. At no time shall a single lot have more than one vote. Where a lot has more than one Owner, then any Owner may cast the vote of that lot unless another Owner objects. If the Owners of a lot cannot agree among themselves as to how that lot shall vote, then that lot shall be deemed to have not voted.

(a) Proxies. Current Members may designate proxies for the purpose of making official quorum at Member meetings and voting on the Member's behalf on matters that may come before any meeting approved by the Board. Proxies must be designated and date stamped on the HOA website in the individual Member's account prior to any meeting or vote in which the proxy will be utilized. It shall be the Member's responsibility to ensure such registration is timely and current.

SECTION 4. Website. Electronic registration on the HOA website for delivery of official communication from the HOA shall be the preferred and default method of interaction between the HOA and all recipients, i.e., Members, Owners, and other tenants. The website shall also be used for official voting on matters that may come before any meeting approved by the Board. Recipients shall be responsible for maintaining and updating their contact information with the HOA after initial registration. Recipients may, at any time, request delivery of official communications from the HOA be by standard postal procedures. The website of the HOA shall be made available to all interested parties to register as an Owner or other tenant to receive the official communications of the HOA.

SECTION 5. Combined Lots. Where adjacent lots have been combined to form a single lot having the same Owner, that Owner, if a current Member, shall have only one vote.

#### ARTICLE IV COVENANT FOR ASSESSMENTS

SECTION 1. Purpose of Assessments. The annual assessment levied by the HOA shall be used exclusively for the benefit of the Neighborhood to promote the welfare and safety of the Owners. Such promotion may include, but need not be limited to, the maintenance, landscaping, and repair of entrances to the Neighborhood, including the acquisition of security cameras and other equipment, security patrols, a website, and financing reasonable administrative, professional, and other costs of the HOA as determined by the Board. Reasonable administrative, professional, and other costs may include, but need not be limited to, leasing space for security cameras or other security equipment, purchasing office supplies, paying insurance premiums, and paying costs for contracted services as approved by the Board.

SECTION 2. Personal Obligation to Pay Assessments. The only channel for an Owner or other tenant to obtain membership in good standing in the HOA is to maintain a current LOHO account by making timely payment of the annual assessment and any special assessments. Therefore, Owners and other tenants desiring membership in the HOA agree to make timely payment of the annual assessment and any special assessments. All assessments are non-refundable unless directed by the Board.

SECTION 3. Amount of Annual Assessment. Each year the Board shall, after considering the needs of the HOA, present the amount of the annual assessment, up to and including the maximum assessment as set forth in these Bylaws, at the annual meeting and subsequently disseminate it to all the Owners by way of their preferred contact method on file with LOHO within ten (10) days thereafter. The annual assessment period shall match the HOA's fiscal year, 01 January through 31 December.

SECTION 4. Maximum Annual Assessment. At no time shall the annual assessment exceed \$400 without the consent of a majority of all current Members if proposed by the Board.

SECTION 5. Limit on Increase in Annual Assessment. The Board shall not increase the amount of the annual assessment for any subsequent year by more than ten percent (10%) of the previous year, except by a vote of a majority of all current Members if proposed by the Board.

SECTION 6. Uniform Basis of Assessment. Annual assessments shall be fixed on a uniform basis for all platted lots of record, and shall be due and payable to the HOA no later than the twelve (12) month anniversary of the previous payment. Adjacent lots combined to form a single lot having the same Owner shall be considered one lot for purposes of assessment.

SECTION 7. Special Assessments. Proposals for special assessments may be forwarded by individual Members to the Board and presented at the annual meeting for discussion. If a motion on the proposal is made, the vote must pass with a majority of current Members, subject to the voting procedures established for annual meetings in ARTICLE XIV.

## ARTICLE V INSURANCE

SECTION 1. Authorization to Obtain Insurance. The Board, in its discretion, may obtain directors and officers liability insurance, fidelity insurance, workers compensation insurance, or such other insurance coverage for the HOA, its officers and directors, and its employees, if any, and in such amounts as the Board may determine to be necessary and proper.

SECTION 2. Insurance to be Common Expense. All costs, charges, and premiums for such insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

SECTION 3. Owners Responsible for Personal Insurance. Each Owner shall be responsible, at their own expense, for personal insurance to cover their own property, structures, automobiles, or otherwise, and for their personal liability insurance not covered by any liability insurance for all Owners, if any, obtained as a part of the common expense.

## ARTICLE VI ACCESS

Access is conditionally granted to the HOA, its officers, agents, or contractors to enter upon or to cross over any Member's lot to perform any duties or responsibilities provided herein, however, no such entrance or crossing shall occur without prior notice to the Member and unless at a mutually agreeable time.

ARTICLE VII  
SPECIFIC RESTRICTIVE AND PROTECTIVE COVENANTS

All Members, occupants, tenants, visitors, and houseguests shall follow the applicable laws, codes, and ordinances as currently adopted by the City of Jackson.

ARTICLE VIII  
BOARD OF DIRECTORS

SECTION 1. Number. The affairs of the HOA shall be managed by a board of directors consisting of no fewer than ten (10) and no more than twelve (12) individuals at any given time elected by the current Members, hereinafter "the Board." The Board shall internally select a president, vice-president, secretary, and treasurer. The remaining six, seven, or eight (6, 7, or 8) individuals shall serve as general directors. The number of Board Members may be increased or decreased by a majority vote of the current Members at an annual or special meeting.

SECTION 2. Term of Office. Directors shall serve three (3) year terms.

Note: To initiate and maintain a staggered Board, four (4) Directors will rotate off the Board at the 2020 meeting, and all subsequent annual meetings, to be replaced by four (4) new Directors duly elected by current Members in accordance with these Bylaws.

SECTION 3. Resignation. A Director may resign at any time by giving written notice to the Board and will be effective on the date of receipt of such notice or at any later time as may be specified. The acceptance of such resignations shall not be necessary to make them effective.

SECTION 4. Vacancies on the Board. In the event a Director's departure for any reason leaves the Board with fewer than ten (10) Directors, a successor shall be recruited and approved by a majority of the remaining Directors on the Board within sixty (60) days to serve out the unexpired term of the departing Director. In the event a Director's departure for any reason leaves the Board with fewer than twelve (12) but at least ten (10) Directors, the Board may replace the departing Director at its discretion.

SECTION 5. Compensation. No Board member shall receive compensation for any service they may render to the HOA. Board members may be reimbursed for actual expenses incurred in the performance of their duties with appropriate documentation.

ARTICLE IX  
NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. No later than 60 days prior to the annual meeting, the Board shall activate a Nominating Committee consisting of at least three (3) Directors to ensure all Owners and Members are made aware of open positions and to actively encourage and solicit nominations from the Owners prior to

the annual meeting. Nominations may also be made from the floor at the annual meeting. The Nominating Committee may put forth as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled, normally four (4). All candidates must be current Members of the HOA at the time the vote is held.

SECTION 2. Election. Voting in elections to the Board shall be by current Members only. Each current Member may cast as many votes as there are vacant positions, however, only one vote may be cast per candidate (i.e., cumulative voting is not allowed). Those candidates receiving the most overall votes, in order, shall fill the number of open positions on the Board.

## ARTICLE X AUTHORITIES AND RESPONSIBILITIES OF THE BOARD

SECTION 1. Authorities. The Board shall have the authority to:

- (a) Call special meetings of the Members whenever it deems necessary, or at any time upon written request of one-third (1/3) of all current Members.
- (b) Retain accountants, attorneys, and such other professionals and vendors as may be necessary.
- (c) Determine and collect the assessments, including annual assessments and, when necessary, special assessments, as provided for in the Bylaws.
- (d) Review and propose changes to these Bylaws and associated policies, procedures, minimum standards, and best practices.
- (e) Terminate the membership or voting rights, or both, of any Member whose LOHO account status is non-current for more than forty-five (45) days, or who remains in undisputable violation of any part of these Bylaws after reasonable efforts have been made by the Board and all parties involved to correct the violation, as unanimously determined by the Board.
- (f) Declare a Board position to be vacant in the event a Director is absent from three (3) consecutive regular meetings of the Board.

SECTION 2. Responsibilities. It shall be the responsibility of the Board to:

- (a) Keep, or cause to be kept, a complete record of all acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting at which such statement is requested in writing by one-third (1/3) of all current Members.
- (b) Supervise all officers, agents, contractors, and vendors of the HOA, and to see that their duties are properly performed.

(c) Determine the amount of the annual assessment and approve a budget for the new year no later than November of the preceding year.

(d) Send notice of the annual assessment to all Owners at least ten (10) days in advance of the annual meeting by way of their preferred contact method on file with LOHO.

(e) Purchase any insurance for the HOA as the Board deems appropriate pursuant to these Bylaws, including the bonding of any Member having fiscal responsibilities.

(f) Perform such other duties as may be necessary or appropriate to advance and support the mission of the HOA.

## ARTICLE XI MEETINGS OF THE BOARD

SECTION 1. Regular Meetings. Regular meetings of the Board shall be held on the first Monday of each quarter, or more often if so determined by the Board, at such place and hour posted on the LOHO website. Should this fall upon an impractical day, the President shall reschedule the meeting, however, it shall not be more than ten (10) days after the original meeting date.

SECTION 2. Special Meetings. Special meetings of the Board may be called by the President, or by any four (4) of the Directors, after not less than three (3) days' notice to each Director.

SECTION 3. Quorum and Voting. A simple majority of current Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by a majority of the Directors present at a duly held meeting of the Board at which a quorum is present shall be regarded as an action of the Board. The President shall only vote to break a tie.

SECTION 4. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Board members. Such written approval may be accomplished by electronic communications. The written approval of any such action shall be placed on the minutes of the Board.

## ARTICLE XII OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of the HOA shall be a president, a vice-president, a secretary, and a treasurer, who shall at all times be Directors on the Board during the period when they are serving as officers.

SECTION 2. Duties. The duties of the officers are as follows:

(a) PRESIDENT - The president shall preside at all meetings of the Board and at all meetings of Members, shall see that actions and resolutions of the Board are carried out, shall sign all contracts and other written instruments, and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board.

(b) VICE-PRESIDENT - The vice-president shall act in the place of the president in the event of their absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board.

(c) SECRETARY- The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the HOA and affix it on all papers requiring such a seal, serve notice of meetings of the Board and of the Members, and keep appropriate current records showing the Members of the HOA, together with their addresses, and perform such other duties as required by the Board.

(d) TREASURER - The treasurer shall receive and deposit in appropriate bank accounts all monies of the HOA and disburse such funds as directed by resolution of the Board, sign or co-sign all checks and promissory notes of the Organization, keep proper books of account, and, if so directed by the Board, cause an annual audit of the Organization books to be made by a Certified Public Accountant at the completion of each fiscal year. The treasurer shall also prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and cause a copy to be delivered to each of the Owners by way of their preferred contact method on file with LOHO.

### ARTICLE XIII COMMITTEES

The Board shall establish committees as it may deem appropriate in carrying out the mission of the HOA.

### ARTICLE XIV MEETINGS OF MEMBERS

SECTION 1. Annual Meetings. The annual meeting of the Members shall be held in January.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President, a majority of the Board, or upon written request of at least one-third (1/3) of all current Members.

SECTION 3. Notice of Meetings. The Secretary shall send notice of meetings to all Members, Owners, and other tenants by way of their preferred contact method on file with the HOA, and ensure the information is posted on the LOHO website. The notice shall specify the date, place, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. A majority of all current Members (or their duly appointed proxies) shall constitute the recommended quorum for a meeting to proceed, however, since official voting may be accomplished electronically through individual Member accounts on the LOHO website, no official quorum is required per se for a Member's meeting to proceed. The President shall, however, exercise discretion and take into account the significance of the pending agenda items before proceeding with a Member's meeting that is at less than the recommended quorum.

SECTION 5. Majority vote. In all matters that may come before any meeting approved by the Board, a vote of a majority of all current Members (or their duly appointed proxies) shall prevail.

#### ARTICLE XV BOOKS AND RECORDS

Books to be Subject to Inspection. The books, records, and papers of the HOA shall at all times, during reasonable business hours, be subject to inspection by any Member with a current LOHO account. Electronic copies of these Bylaws, the Articles of Incorporation, and other relevant documents shall be available for Member download on the HOA website.

#### ARTICLE XVI AMENDMENTS

SECTION 1. Method of Amendment. These Bylaws may be amended at an annual or special meeting of the Members and in accordance with the quorum and voting procedures described herein. Those provisions of these Bylaws that are governed by the Articles of Incorporation of the HOA may not be amended except as provided by the Articles of Incorporation or applicable law.

SECTION 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

#### ARTICLE XVII CORPORATE SEAL

The Organization may have a seal in circular form, having within its circumference the words "LOHO HOMEOWNERS ORGANIZATION, INC."

#### ARTICLE XVIII LEASED PROPERTIES

| SECTION 1 – Occupancy. Owner-occupancy is preferred.

SECTION 2 – Lease term. If a property is leased, or otherwise occupied by persons other than the Owner(s), it shall not be for a term of less than twelve (12) months.

SECTION 3 – Lease addendum. Owners who lease their properties shall ensure their tenants are familiar with the HOA, and its mission and functions, by affixing APPENDIX A of these Bylaws as an enforceable addendum to any initial or renewal lease.

## LEASE ADDENDUM

### APPENDIX A TO THE BYLAWS FOR THE LEFTOVER HOMEOWNERS ORGANIZATION, INC. (LOHO), A MISSISSIPPI NONPROFIT CORPORATION

This Lease Addendum of the Bylaws of the Leftover Homeowners Association (dated January 2019, as amended), the Association representing property owners in the LOHO Neighborhood, is an enforceable addition to your Lease. The policies outlined in the Bylaws represent the will of the Owners of the majority of the lots in the LOHO Neighborhood. As such, they extend to all persons residing in the LOHO Neighborhood. A copy of the Association's Bylaws may be downloaded at [www.lohojackson.org/documents](http://www.lohojackson.org/documents).

The purpose of the Association is to make the LOHO Neighborhood a safer, more livable and enjoyable place for all residents. You may have voting rights under ARTICLE III – MEMBERSHIP AND VOTING RIGHTS. Regardless, you are encouraged to register as a neighborhood tenant on the website at [www.lohojackson.org/Subscribe](http://www.lohojackson.org/Subscribe) so you can receive notifications about neighborhood activities, download useful information, know how to report matters affecting the Neighborhood, and participate in neighborhood meetings.