2026

Why Modernizing Our Outdated HOA Governing Documents is Important

Updating our KOA governing documents Covenants, Conditions, and Restrictions (CC&Rs), and other related "sub-set Articles", is a crucial task that brings numerous benefits. Here are several reasons why modernizing these documents is important to all members.

Compliance with Current Laws: Laws and regulations affecting Hoa's can change over time. By updating our governing documents, our KOA ensures compliance with current federal, state, and local laws. This not only helps avoid legal conflicts but also protects our association and our members from potential liabilities.

Addressing Changes in Technology and Lifestyle: You may recall I mentioned the new Georgia Laws, technology has changed, and we need to incorporate this in our rewrite.

> *Two recent court cases, Georgia v. Federal Defender Program, S22A1099 (Ga. December 20,2022) and Justice v. Georgia Department of Public Safety, A23A0160 (Ga. Ct. App. June 30,2023) affirm that fundamental principles of contract law apply to electronic communications, including email. Essentially, email exchanges can give rise to a legally binding "written" contract, provided that certain essential elements of a contract are present.*

Clarifying Ambiguities: Over time, certain provisions in our CC&Rs are ambiguous or unclear, that may lead to disputes among homeowners and future BOD. Modernizing our current documents should help to clarify such ambiguities and provide clearer guidelines on the rights and responsibilities of all parties involved. Folks there are over 400 spelling and several paragraph errors, shall we say, "Clean-up on aisle 8."

Enhancing Property Values: Well-governed and properly maintained communities tend to increase their property values. Updating our KOA documents can lead to better "self-managed" practices and acceptable standards of today, which in turn enhances the value of the whole community. This is out fifth year of "self-manage" and property values here in Kensington have gone up.

Adapting to Demographic Changes: Communities evolve, and the needs and expectations of residents can change. Newer residents might have different views about community living than those who formulated the original documents in 1999. Updating these documents can help ensure that they reflect the current demographics and needs of our community.

Resolving Existing Conflicts: If certain rules or regulations have repeatedly caused conflicts or issues within the community, revising these rules can resolve ongoing disputes (ARC ~ Parking ~ Fines/Collections)

Overall, updating HOA governing documents is about ensuring that the association operates more smoothly, **stays relevant**, and continues to meet the needs of our members. It's an important step towards maintaining a vibrant, compliant, and well-functioning Kensington community in the future.

Let's take a first look... Article 1 & 2 Modification 2026

"Articles of Incorporation" means the Articles of Incorporation of Kensington Owners Association, Inc., filed with the Georgia Secretary of State and incorporated this reference may be amended from time to time.

"Association" means Kensington Owners Association, Inc., a Georgia nonprofit corporation, its successors, and assigns.

Board of Directors" or "BOD" means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101 et seq.

"Bylaws" means the Bylaws of Kensington Owners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference may be amended from time to time.

"Common Property" means any and all real and personal property, including, without limitation, easements, and other interests therein, and the facilities and improvements located thereon, now, or hereafter owned by the Association for the common use and enjoyment of the owners.

"Community" refers to (that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

"Community-Wide Standard" means the standard of conduct, maintenance or other activity prevailing in the community. Such a standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-wide Standard.

"Mortgage" means the holder of a Mortgage. Any and all instruments used for the purpose of encumbering real property in the community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

"Occupant" means any person occupying all or any portion of a Lot or other property located within the community for any period of time, regardless of whether such person is a tenant of the owner of such property.

"Owner" means the record owner, whether one or more persons of the fee simple title to any Lot located within the community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.

"Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company, or other organization, recognized as a separate legal entity under Georgia law.

"Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions, or easements on the land described therein. *See Article 7, Section 7.5. entitled "leasing."*

"Total Association Vote" means the votes attributable to the entire membership of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any. If, for example, and without limitation, a majority of the total Association vote is required to approve a matter, such matter must receive more than half (**65 homeowners**) of the votes attributable to all existing members of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term total Association vote is not used), such matter must receive more than half of the votes cast by the members entitled to vote on the matter, to include proxy votes cast.

Article 2 Modification 2026

2.1 Property Hereby Subjected to this Declaration, modified 1/1/2026. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described below.

Property Description All that tract or parcel of land lying and being in Land Lots 54 & 55, 1st District, 5th Section, Douglas County, Georgia, as shown on that plat of Kensington, Unit One, Phase One, by Vansant - Campbell, containing the seal of Robert G. Vansant, Georgia Registered Land Surveyor No. 1760, dated ***February 24, 1999****, recorded in Plat Book 24, page 225, Douglas County, Georgia records, reference to said plat and the record thereof being hereby made for a more complete description. More updates to come...*

Essential Legal Documents All Seniors Should Have

All adults, especially older adults, should have at least four legal documents to protect themselves and their families. These documents will make sure your wishes regarding your estate are legal and clear and will help minimize any conflicts and confusion with your family and your health care providers if you become seriously ill or when you die. Here are key documents you need.

Durable Power of Attorney: This document allows you to designate someone you trust to handle your financial affairs if you become incapacitated.

Advance Directive: This includes two documents that spell out your wishes regarding your end-of-life medical treatment. The two documents are a "living will" which tells your doctor what kind of care you want to receive if you become incapacitated. And a "health care power of attorney" (or health care proxy), which names a person you authorize to make medical decisions on your behalf if you're unable.

To complement your advance directive, you should also consider getting a **Physician Orders for Life-Sustaining Treatment.** This is a state specific form that your doctor would fill out that translates your end-of-life wishes into medical orders to ensure your wishes are carried out.

A Will: This lets you spell out your wishes of how you'd like your property and assets distributed after you die, whether it's to family, friends or a charity. It also allows you to designate an executor to ensure your wishes are carried out and allows you to name guardians if you have dependent children.
In addition to a will, if you own real estate or have considerable assets, another option you may want to consider is a "revocable living trust." This functions like a will but allows your estate to avoid the time and expense of probate (the public legal process that examines your estate after you die) and helps ensure your estate's privacy.

If you have a simple estate and an uncomplicated family situation, there are do-it-yourself resources that can help you create all these documents for a few hundred dollars. Some top-rated options to consider include Quicken WillMaker & Trust software, Trust & Will and Legal Zoom.

Get/Need Help... If you want or need assistance or if you have a complicated financial situation, blended family or have considerable assets, you should hire an attorney. An experienced lawyer can make sure you cover all your bases – especially when writing a will or living trust – which can help avoid family confusion and squabbles after you're gone.

> *Costs will vary depending on where you reside, but you can expect to pay somewhere between $500 and $2,000 for a basic estate plan that includes a will, power of attorney and advance directive. If you want your estate plan to include a living trust, that can run anywhere between $1,500 and $5,000.*

The National Academy of Elder Law Attorneys and the National Association of Estate Planners and Councils are two good resources that have directories on their websites to help you find someone in your area.

If money is tight, check with your state's bar association to find low-cost legal help in your area.

Or call the Eldercare Locater at 800-677-1116 for a referral.

Proper walking technique

Turning your normal Kensington morning walk into a fitness stride requires good posture and purposeful movements. **Ideally**, here's how you'll look when you're walking:

- Your head is up. You're looking forward, not at the ground.
- Your neck, shoulders and back are relaxed, not stiffly upright.
- You're swinging your arms freely with a slight bend in your elbows. A little pumping with your arms is OK.
- Your stomach muscles are slightly tightened and your back is straight, not arched forward or backward.
- You're walking smoothly, rolling your foot from heel to toe.

FINES and VIOLATION PROCEDURES JANUARY 1st, 2025

> ***7.1 Rules and Regulations.*** *The Board of Directors may, from time to time, without a vote of the members, promulgate, modify, or delete rules and regulations applicable to the Kensington Community. Such rules and regulations shall be distributed to all owners before the date that they are to become effective and shall thereafter be binding upon all owners until and unless they are overruled, canceled, or modified by a majority of the total association vote.*

First Notice: A violation Notice is emailed to indicate that a violation has been identified and requests immediate attention within **10 business days.**

Second Notice/Warning of Pending Fine: If the violation is not corrected within the initial grace period, a second email notice stating the fine amount is not corrected within the subsequent timeframe.

- Tree Removal-$100/per tree > 4” in diameter & replacement within 30 days. Found: **Article 7-10**
- Repair of Exterior Damages-$100/month.
- Painting Home-$100/month.
- Grass/Tree & Shrub Pruning-$50/month.
- Vehicle Parking-$50/occurrence/cost of towing (nighttime)

Other Violations (see Covenants Article-7) $25 to $100 per occurrence.

Third Notice- Certified mail: The violation has not been corrected within 3 months; a $100 fine will be posted to the Homeowner’s account.

Final Notice: Violation results in a daily fine of $10/day. **In addition, a writs of Fieri Facias (Fi Fa) Fulton County Magistrate Court, GA. A Fi Fa lien will be placed on the Owner’s property after the amount exceeds $500.**

> ***A Writ of Fieri Facias*** *(or Writ of Fi Fa) is a document issued by the Clerk of Magistrate Court to record a lien on the judgment debtor's property. It is also a legal instrument by which the sheriff of a county may seize the assets of a judgment debtor.*

IMMEDIATE FINE ASSESSMENT: Violation notice is mailed to indicate that a violation has occurred, and a fine has been assessed.

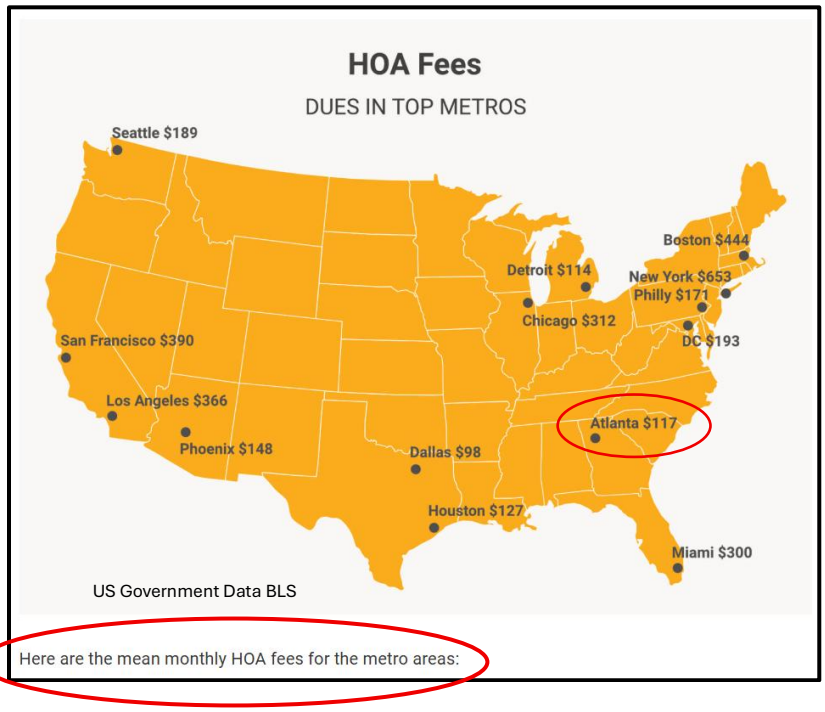
6.6 Covenants: Failure to request Modification Approval or Owner has deviated from specific terms listed on Modification Approval: **$100/occurrence. 6.6 Enforcement**. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, ***Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed before the non-conforming work.***

Fines may be waived or reduced at the discretion of the Board of Directors on a case-by-case basis if extenuating circumstances are presented and verified.

4.2 Creation of the Lien and Personal Obligation for Assessments (yearly KOA Dues)

Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent **(18%)** per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney fees.

HOA Fees Are Rising In Georgia & Nationwide



On top of the other challenges faced by homebuyers in today's market, homeowners' association **fees are rising** and becoming more prevalent. In 2024, 41% of homes listed for sale on Realtor.com® had some kind of HOA fee, up from 39% the prior year, according to a new report from the Realtor.com economic research team.

The median HOA fee also rose **14% last year**, to **$125 per month**, up from $110 in 2023, the report found in 2025 fees again went up between 10%-12% ***($137-$140 per month).***

Certain Hoa's provide clear benefits for their members that can raise their property values, such as a pool, tennis courts, or a community clubhouse. Sometimes, HOA fees even cover certain maintenance or utilities.