

**BYLAWS FOR
OAK HILL RESERVE COMMUNITY ASSOCIATION, INC.**

ARTICLE I: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the corporation is Oak Hill Reserve Community Association, Inc. (the "Association"), a Georgia nonprofit.

1.2 Principal Office. The initial principal office of the Community Association shall be located in Coweta County, Georgia. The Community Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Community Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for Oak Hill Reserve filed, or to be filed, in the Coweta County Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE 2: MEMBERSHIP, MEETINGS, NOTICE, QUORUM, VOTING

2.1 Membership. The Community Association shall have one (1) class of membership as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference. The Declarant may establish additional classes of membership as set forth in the Declaration.

2.2 Place of Meetings. Meetings of the Community Association shall be held at the principal office of the Community Association or at such other suitable place convenient to the Members as the Board may designate, either within the Community or as convenient to the Community as is possible and practical. In the Board's discretion, meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3 Annual Meetings. The first meeting of the members of the Community Association, whether regular or special, shall be held within one (1) year from the date of incorporation of the Community Association. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) days if so directed by resolution of the Board or upon a petition signed by Members holding at least twenty-five percent (25%) of the total eligible votes in the Association or upon written request of the Declarant. Any written petition by the Owners for a special meeting must identify the special meeting purpose on each

page of the petition and must be for a purpose on which the Association membership is authorized to act under these Bylaws or the Declaration. Any such written petition by the Owners must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or deliver by electronic mail or personal delivery to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Association at least twenty one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Lot, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Community Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Community Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof: unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Community Association cannot be held because a quorum is not present, Members and/or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or electronic voting. If a Lot belonging to a Member(s) is shown on the Association's books and records to be more than 30 days past due in any assessment or charge owed to the Association, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy; (2) act as proxy for any other Member; (3) issue a written ballot or written consent;

(4) be elected to the Board of Directors; or (5) vote as a Director (if serving on the Board of Directors). In establishing the total number of eligible votes for a quorum, a majority, or any other purposes, such Lot shall not be counted as an eligible vote.

2.9 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10 Proxies. At all meetings of the Members, each Member may cast its votes in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Community Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11 Quorum. The presence, in person or by proxy, of Members holding ten percent (10%) of the votes entitled to be cast shall constitute a quorum at all meetings of the Community Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The president shall preside over all meetings of the Community Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action Without a Formal Meeting. In the Board's discretion, any action that may be taken at any annual, regular, or special meeting of the members of the Association may be taken without a meeting if the Association delivers a ballot in writing or by electronic transmission (either shall be deemed a "written ballot") to every Owner entitled to vote on the matter.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that

would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Association may deliver written ballots by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by written ballot to the Association by whatever means is specified by the Board of Directors. All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of Directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written ballot may not be revoked.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1 Governing Body. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to Directors appointed by Declarant, the Directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a Director if any Assessment for such Owner's or resident's Lot is delinquent. A "resident" for purposes of these Bylaws shall mean any natural person eighteen (18) years of age or older who is a Permanent Occupant of a Lot within the Community. In the case of a Member which is not a natural person, any officer, Director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a Director unless otherwise specified by written notice to the Community Association signed by such Member, provided that no Member may have more than one (1) such representative on the Board at a time, except in the case of Directors appointed by or serving as representatives of the Declarant.

3.2 Number of Directors. The Board shall initially consist of three (3) Directors. Upon conclusion of the Declarant Control Period, the number of Directors shall be seven (7). The number of Directors may be changed by resolution of the Board.

3.3 Directors During Declarant Control Period. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until termination of the Declarant Control Period. Directors appointed by or serving as representatives of the Declarant shall not be subject to the qualifications for Directors set forth in Section 3.1.

3.4 Nomination and Election Procedures.

(a) Nomination of Directors. Except with respect to Directors appointed by the Declarant, Directors may be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Member may cast the vote(s) assigned to the Member's Lot(s) for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws, not later than the first annual meeting after the termination of the Declarant Control Period, the Community Association shall hold an election at which the Members shall be entitled to elect the Directors; provided, however, that during the Development Period, the Declarant shall have the right, in its sole discretion, to appoint one (1) of the seven (7) Directors. Three (3) Directors shall serve a term of two (2) years, and three (3) Directors shall serve a term of one (1) year, as such Directors determine among themselves. Upon the expiration of the term of office of each Director elected by the Members, the Members shall elect a successor to serve a term of two (2) years. Upon the expiration of the term of office of a Director appointed by the Declarant during the Development Period due to expiration of the Development Period, the Declarant shall have the right, in its sole discretion, to appoint a successor to serve a term of two (2) years.

A member of the Board of Directors elected by the Members shall hold office until his or her respective successor is elected, he or she is removed or he or she resigns. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term.

3.6 Removal of Directors and Vacancies.

(a) Removal by the Members: Any director elected by the Members may be removed, with or without cause, by the Members holding at least two thirds (2/3) of the total eligible votes allocated to Lots. Any director whose removal is sought shall be given at least 10 days' notice prior to any meeting called for that purpose and shall be given an opportunity to be heard at the meeting. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. Directors appointed by Declarant shall not be subject to removal by the Members and may only be removed by Declarant.

(b) Removal by the Board of Directors: Any director elected by the Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Lot that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any Assessment or other charge due the Community Association, may be removed by a Majority of the Directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

(c) Vacancies. In the event of the death, disability, or resignation of a Director elected by the Members or, following the termination of the Declarant Control Period, the adoption of a Board resolution increasing the number of Directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term. Declarant shall appoint a person to fill any

vacancy created by Board resolution increasing the number of Directors and such appointed Director shall be subject to removal only by Declarant.

This Section 3.6 shall not apply to Directors appointed by the Declarant nor to any Director serving as a representative of the Declarant. The Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Declarant.

B. Meetings.

3.7 Organizational Meetings. Within thirty (30) days after the election or appointment of new Directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the Directors shall determine, but at least one (1) such meeting shall be held during each year.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) Directors.

3.10 Notice. Notice of a regular meeting shall be communicated to Directors not less than four (4) days prior to the meeting. Notice of a special meeting shall be communicated to Directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; (d) telecopier transmission to the Director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the Director has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the Director's telephone or telecopier number or sent to the Director's address as shown on the records of the Community Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed, or given to the telegraph company.

3.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice

of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13 Quorum of Board of Directors. At all meetings of the Board, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the Directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14 Action Without a Meeting. Action taken without a meeting may be taken by less than all members of the board but not less than a Majority of the board. The action must be evidenced by one or more consents in writing or by electronic transmission describing the action taken, signed by no fewer than the required number of Directors, and delivered to the corporation for inclusion in the minutes for filing with the corporate records reflecting the action taken. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.15 Compensation. Directors elected by the Members shall not receive any compensation from the Community Association for acting as such unless approved by Members holding a Majority of the total eligible votes in the Community Association at a regular or special meeting of the Community Association. Any Director may be reimbursed for expenses incurred on behalf of the Community Association upon approval of a Majority of the other Directors. Nothing herein shall prohibit the Community Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Community Association in a capacity other than as a Director pursuant to a contract or agreement with the Community Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.16 Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.17 Open Meetings. Meetings of the Board need not be open to the Members. If the Board permits Members to attend, attendees other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a Director. In such case, the president or meeting chair may limit the time any individual may speak. Notwithstanding the above, the president or meeting chair may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than Directors, to discuss matters of a sensitive nature, including, but not limited to pending or threatened litigation and personnel matters.

3.18 Powers. The Board shall have all of the powers and duties necessary for the administration of the Community Association's affairs and for performing all responsibilities and exercising all rights of the Community Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the membership generally.

3.19 Duties. The duties of the Board shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;

(b) Levying and collecting such Assessments from the Owners; providing for the operation, care, upkeep, and maintenance of the Common Area;

(c) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Community Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(d) depositing all funds received on behalf of the Community Association in a bank depository which it shall approve and using such funds to operate the Community Association, provided any reserve funds may be deposited, in the Directors' business judgment, in depositories other than banks;

(e) making and amending rules in accordance with the Declaration;

(f) opening of bank accounts on behalf of the Community Association and designating the signatories required;

(g) contracting for repairs, additions, and improvements to or alterations of the Community Common Area in accordance with the Governing Documents;

(h) subject to the provisions of the Declaration, enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Community Association in accordance with the Governing Documents;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the costs of all services rendered to the Community Association;

(k) keeping books with detailed accounts of the receipts and expenditures of the Community Association;

(l) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and other books, records, and financial statements of the Community Association as provided in Section 6.4;

(m) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(n) indemnifying a director, officer or ARC or committee member, or former director, officer or ARC or committee member of the Community Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.20 Management. The Board may employ for the Community Association a management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Community Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Community Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Community Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Community Association shall be disclosed promptly to the Board; and

(f) an annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.22 Borrowing. The Community Association shall have the power to borrow money for any legal purpose; provided, however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Community Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots and the consent of Declarant prior to borrowing such money.

3.23 Right to Contract. The Community Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Community.

ARTICLE 4: OFFICERS

4.1 Officers. The officers of the Community Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more vice presidents, one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more officers may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Community Association at the organizational meeting of the Board following each election of new Directors. Such officers shall serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer at any time in its sole discretion with or without cause and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Community Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the

chief executive officer of the Community Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate nil or part of the preparation and notification duties to a finance committee, management agent, or both.

The secretary shall be responsible for preparing minutes of meetings of the Community Association and the Board and for authenticating records of the Community Association.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Execution of Instruments. All agreements, contracts, deeds, leases, checks, and other instruments of the Community Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.15.

ARTICLE 5: COMMITTEES

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Lot may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Community Association without the consent of the Board.

ARTICLE 6: MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Community Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Community Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(a) All Owners and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the Owner or Mortgagee wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (iv) the minutes of all meetings of members and executed consents evidencing all actions taken or approved by the members without a meeting for the past three (3) years;
- (v) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vi) a list of the names and business or home addresses of its current directors and officers; and
- (vii) its most recent annual report delivered to the Georgia Secretary of State.

(b) All Owners and any holder of a first Mortgage shall be entitled and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under Section 6.4(a) above;
- (ii) accounting records of the Association; and
- (iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may

not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Community Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

(c) Rules for Inspection. The Board may establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

6.5 Notices.

(a) Method of Giving Notice. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, and other communications under the Declaration or these Bylaws shall be in writing and shall be given via:

- (i) Personal delivery to the addressee; or
- (ii) United States mail, first class, postage prepaid; or
- (iii) Electronic mail; or
- (iv) Facsimile; or
- (v) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subsection (a) above shall be deemed to have been duly given when sent to:

- (i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or

(iii) If to the Declarant, at Declarant's principal office address as shown on the Georgia Secretary of State website, or at such other address as shall have been designated in writing and filed with the Secretary of the Association. Provided, however, that notwithstanding anything to the contrary provided herein, unless Declarant has designated in writing to the Secretary of the Association an electronic mail address and/or facsimile address for use in delivery of notices to Declarant hereunder, Declarant shall only be obligated to accept requests, demands, or notices given and delivered under these Bylaws by personal delivery or United States Mail first class postage prepaid to the principle place of business of Declarant.

(iv) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address. Provided, however, that notwithstanding anything to the contrary provided herein, the Association may only be obligated to accept from a member consents, requests, demands, or notices given and delivered under these Bylaws to the principle place of business of the corporation or to an officer or agent of the corporation by electronic transmission only as provided by resolution of the Board of Directors of the corporation.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail correctly addressed with first class or higher priority post-age prepaid, when deposited with the United States Postal Service;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery or as indicated in a record by the delivery person;

(iii) if sent by electronic mail, upon transmission to an e-mail address at which the Owner has consented to receive notices;

(iv) if sent by fax, upon transmission to a facsimile number at which the member has designated in writing with the Secretary or property manager;

(v) if by any other form of electronic transmission, when transmitted to the member.

(d) Electronic Notices. Notwithstanding anything to the contrary in these Bylaws and without limiting the manner by which notice otherwise may be given effectively to members, any notice to members given by the Association under these Bylaws shall be effective if given by a form of electronic transmission consented to by the member to whom the notice is given.

For purposes hereof, a member's provision of an e-mail address for such member to Declarant, any member of the Association's Board of Directors, or property manager constitutes such member's consent to receipt of notices from the Association to such e-mail address.

Any such consent shall be revocable by the member by written notice to the Association. Any such consent shall be deemed revoked if:

(i) The Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and

(ii) Such inability becomes known to the Secretary or to the property manager or other person responsible for the giving of such notice; provided, however, that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

6.6 Amendment.

(a) By Declarant. Until termination of the Development Period, the Declarant may unilaterally amend these Bylaws for any purpose.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Community to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming these Bylaws to any mandatory provisions thereof, (ii) to correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members; and (iii) for the purpose of bringing any provision contained herein into compliance with the Fair Housing Amendments Act of 1988, as more fully set forth in the Declaration. During the Development Period, any such amendments shall require the written consent of the Declarant.

(c) By Members. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total eligible votes in the Community Association, and, during the Development Period, the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these Bylaws shall become effective once certified by the Association Secretary, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its certification or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the: Declarant or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

