## BYLAWS OF VICKERY LAKE HOMEOWNERS ASSOCIATION, INC.

Approved by Homeowners

December 2010

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# BYLAWS OF VICKERY LAKE HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE I NAME AND SEAL

Section 1.01. <u>Name.</u> The name of this corporation shall be VICKERY LAKE HOMEOWNERS ASSOCIATION, INC. (the "Association").

Section 1.02. <u>Seal</u>. The Association's seal shall be in such form as the Board of Directors may from time to time determine.

### ARTICLE II MEMBERSHIP AND APPLICABILITY

Section 2.01. <u>Membership</u>. The Association shall have one class of members consisting of and limited to the Owners of Lots in the Property defined as "Vickery Lake Subdivision", located in Forsyth County, Georgia.

Section 2.02. <u>Succession</u>. The membership of each Owner shall automatically terminate when such Owner ceases to be an Owner, and upon the conveyance, transfer or other disposition of an Owner's ownership interest in the Property, said Owner's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest, and such new Owner shall be a member of the Association.

Section 2.03. Applicability. These Bylaws are applicable to the Property and Lots, and are established pursuant to the Georgia Nonprofit Corporation Code and the Georgia Property Owners Association Act (the "Act"), and are binding on all present or future Owners, tenants or other persons occupying or using any portion of the Property. The mere acquisition, lease or act of occupancy of any Lot or any other portion of the Property will constitute acceptance and ratification of these Bylaws and an agreement by the acquirer, lessee or occupier to comply with the Bylaws. These Bylaws are subject to the provisions of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Vickery Lake Subdivision which has been filed for record in the Office of the Clerk of the Superior Court of Forsyth County, Georgia (hereafter referred to as the "Declaration").

### ARTICLE III DEFINITIONS

Section 3.01. <u>Definitions</u>. Unless specifically defined otherwise in this document or unless the context shall otherwise require, words or phrases used in this document which are defined in the Declaration shall have the same meaning as defined in Article I of the Declaration.

### ARTICLE IV REGISTERED OFFICE

Section 4.01. <u>Registered Address</u>. The registered address of the Association shall be at the address of the current President of the Association or his/her designee.

### ARTICLE V MEETINGS OF THE OWNERS

Section 5.01. <u>Place of Meeting</u>. Meetings of the Owners may be held at the Property, or at any place within reasonable proximity to the Property, as set forth in the notice thereof.

Section 5.02. <u>Meetings</u>. Meetings of the Owners must be held at least annually on such dates and places as are determined by the Board of Directors.

Section 5.03. <u>Special Meetings</u>. A special meeting may be called by a majority vote of the Board of Directors or by the Owners. Owners may call a special meeting by presentation of a petition to the Secretary of the Association signed by at least 50% of the Owners entitled to vote. The Secretary shall send a notice stating the date, time, place and purpose of the special meeting to all Home Owners. Only the business stated in the notice may be transacted at the special meeting.

Section 5.04. <u>Notice of Meetings.</u> Written notice stating the date, time and place of the meeting of the Owners shall be delivered to each Owner at least 14 days before the date of the meeting. The notice shall state the purpose of the meeting and the time and place at which it will be held.

Section 5.05 Action by Ballot Without a Meeting. Business of the Association may be transacted without a meeting of the Owners in person if approved by ballot. The Board of Directors shall deliver a notice and ballot of such action to each Owner entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval of an action by ballot shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting and the number of approvals equals or exceeds the number of votes required to approve the matter. The ballot shall indicate the time by which the ballot must be received by the Board of Directors in order to be counted.

If an action of the Association is determined by written ballot the Board of Directors shall issue notice of such approval or disapproval to all Owners.

Section 5.06. <u>Quorum</u>. A quorum shall be deemed present throughout any meeting of the Owners until adjourned if Owners (or their spouses) entitled to cast more than one-third of the votes of the Association are present, in person or by absentee ballot, at the start of such meeting.

Section 5.07. Action by Owners. Except as otherwise provided by these Bylaws or by law, any action taken at any meeting of the Owners shall be effective and valid if

authorized by a majority of the votes of Owners entitled to vote, present in person or by absentee ballot, at a duly authorized meeting at which a quorum is present. In the event of any tie vote, the President, or, in the absence of the President, the Vice President in charge shall cast a separate vote to break the tie.

Section 5.08. <u>Voting</u>. Each Lot shall be entitled to one (1) vote, which may be cast by the Owner or the Owner's spouse. Owners may not designate another person to cast their vote for them (voting by proxy). Voting by absentee ballot is allowed. To be valid the absentee ballot must be signed, dated and received by the Board of Directors before the meeting for which it is to be used. The notice of the meeting or the action by ballot shall explain where the ballot is to be delivered and by what date.

Voting by electronic transmission is allowed provided the Association can determine that the electronic transmission was transmitted by the member and the date on which such member transmitted the electronic ballot. The notice of an action to be voted on by the membership will explain the methods of voting for such action.

Section 5.09. <u>Multiple Owners</u>. If an Owner is more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person. In no event shall more than one vote be cast with respect to any Lot. If only one co-owner or an Owner's spouse attempts to cast the vote for a Lot, it shall be conclusively presumed that such vote is authorized for the Lot. If two or more Owners or spouses attempt to cast the Lot's vote, such vote will not be counted if the two votes differ.

Section 5.10. <u>Adjourned Meetings</u>. Any meeting of the Owners, whether or not a quorum is present, may be adjourned if necessary, to reconvene at such time as may be deemed appropriate, by the affirmative vote of a majority of the Owners entitled to vote at such meeting. At any adjourned meeting at which a quorum is presents it shall not be necessary to give any notice of any reconvened meeting if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

### ARTICLE VI PAST DUE ASSESSMENTS

Section 6.01. <u>Past Due Assessment.</u> Association assessments (commonly known as "monthly dues") are payable the first day of the month and are due not later than the tenth (10<sup>th</sup>) day of the month. A past due assessment is defined as having an unpaid assessment after the end of the month in which the assessment was due.

After 30 days unpaid assessments will be subject to a late payment penalty of 10% of the amount due. In addition, interest on the past due amount shall accrue at such rate as may be from time to time established or adjusted by the Board of Directors (but not at a rate higher than allowed at that time by the laws of the State of Georgia). After the assessment has remained unpaid for 90 days the Board may take whatever steps it considers appropriate to collect past due amounts, including, but not limited to, use of attorneys or other collection services, legal action, filing of liens on the property, and reporting of the delinquency to credit rating services. The Owner shall be responsible for reimbursing the Association for all costs and expenses incurred by the Association in collection such past due amounts. The Board, at its sole discretion, may waive collection of all or any part of the late fee, interest and collection cost.

Section 6.02. Other Charges. Late charges, interest and collection costs shall also apply to any capital, special or other assessment that has been approved by the Association in accordance with the Bylaws and the Declaration of Covenants of the Association. Special and capital assessments are due within sixty (60) days after delivery of a notice of the assessment to the Owners and are considered past due after such time.

Section 6.03. <u>Voting Rights.</u> During any time periods when an Owner has past due assessments for monthly or any other assessments, the Owner will not be eligible to vote on any matter submitted to members of the Association for approval and they will be excluded from the calculation of the number of votes required for approval of the matter.

Section 6.04. <u>Use of Facilities.</u> During any time periods when an Owner has past due assessments for monthly or any other assessments, the Owner and occupants of the Home will be excluded from use of the Association's common areas, including the clubhouse and swimming pool.

#### ARTICLE VII BOARD OF DIRECTORS

Section 7.01. <u>Number</u>. The Board of Directors of the Association shall consist of at least five Owners, spouses of Owners, or co-Owners who shall be elected in accordance with this article. No Owner and Owner's spouse or co-Owner may serve on the board at the same time.

Section 7.02. Election of Directors and Term of Office. At each annual meeting the Owners shall elect three (3) directors in odd numbered years and two directors in even numbered years, for a term of two (2) years each. Except in the case of death, resignation, disqualification or removal, each director elected by the Owners shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified. The original Board of Directors elected or appointed to serve in the year 2010 will serve at least two years (calendar years 2010 and 2011). After that period of time two or three directors will be elected each year.

Section 7.03. <u>Procedure for Election</u>. Owners may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of

Directors prior to the annual meeting, and by nominations made from the floor at the meeting for such election. Nominations must be at the consent of the nominee. All nominees must be current in payment of assessments. At the meeting of the Association at which directors are to be elected, nominations shall be accepted for not less than the number of positions to be filled on the Board of Directors. The persons receiving the greatest number of votes shall be elected to fill the vacancies on the Board of Directors. Voting at such meeting shall be by the method approved by the Board of Directors for such meeting. In the event of a tie vote for any position, one or more subsequent votes shall be taken, but only with respect to the position receiving the tie vote and including only the nominees who received the tie vote. In the event that the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation. Members of the Board of Directors must remain current in the payment of assessments

Section 7.04. Removal by Owners. At any authorized meeting of the Association, for which the notice called for a vote to remove any director(s), such director(s) may be removed with or without cause by a majority of the votes of the Owners entitled to vote, in person or by absentee ballot. In such an event, a successor shall be elected by the Owners to fill the vacancy for the remaining term of the removed director. Any director whose removal has been proposed by any Owner shall be given an opportunity to be heard at the meeting.

Section 7.05. Removal by the Board of Directors. Any Director may be removed by the vote of the other Association Directors for such reasons as, by not limited to, if 1) he/she is absent from three or more meeting on the Board of Directors in any fiscal year; 2) his/her Lot is shown on the Association's records to be more than 30 days past due in any assessment or charge; 3) the voting rights for his/her Lot have been suspended; 4) he/she was appointed by the other Directors to fill a vacancy; or 5) he/she files any legal or administrative action, claim or counterclaim against the Association or Board of Directors.

Section 7.06. <u>Resignation</u>. Any director may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date specified in the notice. The sale of a Lot by a director or termination of his/her interest in a Lot shall automatically terminate his/her directorship. Such vacancies occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors. The successor so selected shall hold office for the remainder of the term of the director position being filled.

Section 7.07. <u>Duties and Powers.</u> Except as specifically provided otherwise in the Georgia Nonprofit Corporation Code, the Georgia Property Owners Association Act, the Articles of Incorporation of the Association, the Declaration or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section, the Board of Directors shall have the following specific powers:

- a) To suspend the membership rights of any member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such member shall be delinquent in the payment of any assessment, assessment installment, or any other amount as shall be due and payable to the Association; or shall fail to comply with or abide by the Association Covenants, Bylaws, or any rule or regulation adopted by the Board of Directors in regard to the Association Property or otherwise be in violation of the Declaration of Covenants and Restrictions.
- b) To enter into management agreements for the Association.
- c) To establish rules, regulations and restrictions regarding Association Property and the facilities located thereon and the use, thereof. The Board may consult with the committee having responsibility for affected Association Property when establishing such rules. Such rules and restrictions will be communicated to all Owners and Residents.

Section 7.08. <u>Compensation</u>. No fee or compensation, including waiver of homeowner fees, shall be paid by the Association to directors for their services as directors. Upon submission of a report of expenses to, and approval thereof by, the Board of Directors, the Association shall reimburse any director for any reasonable "out of pocket" expenses incurred in the performance of such director's duties.

Section 7.09. <u>Committees</u>. The Board of Directors may designate such committees as it may deem necessary to assist it in performing its responsibilities, including without limitation, an Architectural Advisory Committee, a Pool & Clubhouse Committee, a Communication Committee and a Landscape Committee. Any such committee shall have and exercise such powers as may be designated by the Board of Directors and by law. Unless otherwise authorized by the Board, a committee may not take action on a matter without first making a recommendation to the Board and obtaining Board approval.

Section 7.10. <u>Avoidance of Conflict of Interest</u>. All members of the Board of Directors shall refrain from engaging in actual or apparent conflict of interest. Any Board member with actual or apparent conflict of interest must raise said conflict to the attention of the Board of Directors at the next Board meeting.

#### ARTICLE VIII MEETINGS OF THE BOARD

Section 8.01. <u>Regular Meetings</u>. The Board of Directors shall meet on a regular basis, at least quarterly. Owner attendance at meetings is at the discretion of the board.

Section 8.02. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by a majority of the directors upon three (3) days notice to each director.

Section 8.03. <u>Place of Meetings</u>. Directors may hold their meetings at any place within reasonable proximity of the Property.

Section 8.04. Quorum. A quorum is present if more than 50% of the Board members are represented, in person, by telephone, by electronic communication or by absentee ballot. No director shall participate in any vote of the Board if, at the time of the vote, his/her Lot is shown on the Association's records to be more than 60 days past due in any assessment or charge, or the voting rights for such Lot have been suspended.

Section 8.05. <u>Adjourned Meetings</u>. Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned if necessary, to reconvene at such time as may be deemed appropriate, by affirmative vote of a majority of the directors present at such meeting. At any adjourned meeting at which a quorum is present, it shall not be necessary to give any notice of any reconvened meeting if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 8.06. <u>Action by Directors</u>. Except as otherwise provided in the Declaration, by law or in these Bylaws, every act or decision by a majority of the directors present in person or represented by absentee ballot at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board of Directors. In the event of any tie vote, the President, or, in the absence of the President, the Vice President in charge, shall cast a separate vote to break the tie.

Section 8.07. <u>Action Without a Meeting.</u> Except for matters that are required by law or these Bylaws to have an in-person meeting, the Board at its discretion may conduct business through the use of any means of communication by which all directors may simultaneously hear each other during the meeting if discussion is required. A director participating in a meeting by such means is considered to be present in person at the meeting. If discussion is not required action may be taken by other means such as, but not limited to, email. To take action without a meeting or discussion, 100% of the Board members must agree to the process.

### ARTICLE IX FIDUCIARY RESPONSIBILITY

Not defined

Section 9.01. <u>Annual Financial Review.</u> To promote integrity and financial accountability, each year in January, a Financial Review Committee appointed by the Board of Directors, and consisting of the Association's Treasurer and two other homeowners who are not Board members, will perform a review of the Association's financial records for the year ended the prior December 31. Any of the Association's financial records maintained by a management company hired by the Association that are necessary for this audit shall be made available for purposes of the audit. The Board shall give a financial report to the Owners at the annual membership meeting. The results of the financial review shall be made available to the holder, insurer, or guarantor of any first Mortgage on a Lot upon submission of a written request for such.

Section 9.02 Financial Audit. At least every three (3) years, or more frequently at the discretion of the Board, the Financial review committee will select a Certified Public Accountant (CPA) to perform a formal audit of the Association's financial records for such period of time as specified by the Board. Any of the Association's financial records maintained by a management company hired by the Association that are necessary for this audit shall be made available for purposes of the audit. The CPA will issue a report to the Board, indicating that either: (1) the financial records of the Association are in good order and are in compliance with standard accounting procedures and principals, or (2) the records are not satisfactory along with a detailed list of those items that are deficient. In the event that the records are considered to be unsatisfactory, the Board shall take such immediate steps, as they deem appropriate to correct any problems with the records, including implementing such additional controls, as they consider necessary. The results of this independent audit, along with any corrective actions taken by the Board, shall be communicated to the community.

Section 9.03. <u>Documents and Financial Records</u>. The Board of Directors may appoint the Treasurer or hire a management company to maintain detailed and accurate financial records, including itemized records of all receipts and expenditures. The President is responsible for maintaining the corporate records of the Association and all financial historical and audit reports. The Secretary will be responsible for maintaining records of all Board minutes and copies of all Association documents, including Bylaws, Covenants and architectural guidelines. The Treasurer will be responsible for ensuring the current year financial records are maintained in accordance to standard accounting practices, all required tax reports are prepared and filed, all required financial reports to facilitate the board's fiduciary responsibilities. Upon completion of the annual financial review or independent audit the Treasurer is responsible for the transfer of such records to the President. Each respective officer is responsible for transferring the records for which he/she is responsible to his/her successor.

Section 9.04. <u>Expense Approval.</u> Any discretionary and/or non-budgeted expense exceeding five hundred dollars (\$500) shall be required to have written Board approval before any work is contracted or purchases made.

Section 9.05 <u>Financial Reporting Requirements</u>. The Board shall endeavor to make available to the members quarterly budget summaries providing year-to-date and/or quarter-to-date budget and expense comparisons with details for (1) expenditure categories with a variance of greater than 10% of budget and (2) non-budgeted expenditures greater than \$500.00 Annually the Board of Directors shall prepare, distribute and present to the Owners a budget of expected expenditures for the new fiscal year, a final accounting of the prior year expenditures and a summary of assets and liabilities (balance sheet). Additional financial reporting may be added at the discretion of the Board of Directors.

Section 9.06 New Year Budget Process. Before the start of the new fiscal year, the Board of Directors will call a meeting of the Owners to discuss the operating budget for the new fiscal year. This may be the annual meeting of the Owners. Notification of this meeting shall be done in accordance with Section 5.04 above. The Board of Directors

shall distribute the proposed budget to the owners in advance of the meeting at which the budget will be discussed.

### ARTICLE X OFFICERS

Section 10.01. <u>Number</u>. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The Association shall not be required to have any officers other than a President, Secretary and Treasurer. The President, Secretary and Treasurer may not hold more than one designated office at a time. The Board will select the officers from their members.

Section 10.02. <u>President</u>. The President shall be the chief executive officer of the Association and shall have the general supervision of the business of the Association. The President shall preside at all meetings of the Board of Directors and the Owners. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated to him by the Board of Directors.

Section 10.03. <u>Vice-President</u>. The Vice-President shall, in the absence or disability of the President, or at the direction of the President, perform the duties and exercise the powers of the President. If the Association has more than one Vice-President, the one designated by the Board of Directors shall act in lieu of the President. Vice-Presidents shall perform whatever duties and have whatever powers the Board of Directors may assign.

Section 10.04. <u>Secretary</u>. The Secretary shall a) keep detailed minutes of all meetings of the Owners and the Board of Directors, b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, c) shall be the custodian of the books and records of the Association, d) shall keep a register of the addresses of each member of the Association, and e) shall perform such other duties as are incident to the office of the secretary.

Section 10.05. <u>Treasurer</u>. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements, and, in general, perform all the duties incident to the office of the Treasurer.

On a quarterly basis, the Treasurer shall provide to all Board members, for their approval at the next Board meeting, a complete, detailed listing of funds received and disbursed by the Treasurer on behalf of the Association for the last three months and for the calendar year-to-date.

The Treasurer shall not disburse funds on behalf of the Association to any person or business with whom the Treasurer has a personal or commercial relationship without prior written approval by the President of the Association. Such restriction shall extend to any relationship where a reasonable person might question the independence of the Treasurer in making such a disbursement.

Section 10.06. <u>Removal of Officers</u>. The Board of Directors may remove any officer with or without cause.

Section 10.07. <u>Agreements, Contract, Etc.</u> At least two (2) officers of the Association shall execute all agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association. Two (2) officers may authorize a management company to execute payments on behalf of the Association.

#### ARTICLE XI AMENDMENT

Section 11.01. Amendments. These Bylaws may be amended in the same manner as provided in Georgia Nonprofit Corporation Code. No amendment that is in conflict with the Declaration or the Articles of Incorporation of the Association shall be adopted. These Bylaws may be amended by the affirmative vote of a majority of the Owners (or spouses) eligible to vote Notice of a meeting or action by ballot at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the Association's President and Secretary and notice of such amendment has been issued to the Association members. If legal action is not instituted to challenge the validity of an amendment within one year of the certification and notice of the amendment, then such amendment shall be presumed to be validly adopted.

## ARTICLE XII FISCAL YEAR

Section 12.01. Fiscal Year. The fiscal year of the Association shall be the calendar year.

## ARTICLE XIII OFFICERS AND DIRECTORS, INSURANCE, INDEMNIFICATION

Section 13.01 Right of Indemnification. Each person who is or was a director or officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein.

Section 13.02. <u>Liability Insurance</u>. The Association shall purchase and maintain liability insurance on behalf of any member of the Board of Directors, officer, employee or agent of the Association, for any liability asserted against such persons and incurred by such persons in those capacities, or arising out of such person's status as such. This insurance is commonly known as Directors and Officers Errors or Omission Liability. The amount of coverage is to be determined by the Board of Directors in consultation with the Association's insurance broker and, if appropriate, outside legal counsel. The premiums for such insurance shall be paid by the Association.

Section 13.03. <u>Advance of Expenses</u>. Expenses incurred with respect to any claim, action, suit or proceeding of the character described in Section 13.02 may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification under this Article.

Section 13.04. <u>Rights of Indemnification Cumulative</u>. The rights of indemnification provided herein shall be in addition to any rights to which any member of the Board of Directors or officer may otherwise be entitled under any agreement, by law or otherwise, and shall be in addition to the Association's purchase and maintenance of liability insurance, regardless of whether the Association would have the power to indemnify such person against liability under this Article or otherwise.

### ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices to Owners. Unless otherwise specified in these Bylaws, whenever any notice to an Owner is required or permitted under these Bylaws, such notice shall be in writing and delivered personally, by United States mail, by facsimile transmission (FAX), by email or posted on the community website. Such notices shall be delivered to the Owners at such address the Owners may have designated with the Secretary of the Association, physical and/or electronic, or, if no other address has been so designated, at the address of such Owner's Lot. Notice shall be considered given when delivered personally or on the next day following the date upon which such notice is delivered electronically or deposited in the United States mail. If an Owner does not have email, FAX or internet access, or if an Owner requests delivery by mail or hardcopy, notices will be delivered personally or by US mail.

Section 14.02. <u>Binding Effect</u>. Subject to the provisions of the Declaration and all applicable law, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners and their respective heirs, legal representatives, successors and assigns, or others having any interest in the Property.

Section 14.03. <u>Conflicts</u>. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law, and the Declaration (in that order) shall prevail.

Section 14.04. <u>Severability</u>. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase or word of these Bylaws, shall not affect the validity of the remaining portions of these Bylaws and such remaining portions shall remain in full force and effect.

#### **CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Vickery Lake Homeowners Association, Inc.; and

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_\_, 201\_\_\_.

VICKERY LAKE HOMEOWNERS ASSOCIATION, INC.