

BY-LAWS
OF
THE ORCHARDS OF WINDWARD CONDOMINIUM ASSOCIATION, INC.

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Article I.
Definitions

Unless the context otherwise requires, the terms as used in these By-Laws shall have the same meanings as those terms defined in the Declaration. Additionally, the following terms shall have the following meanings:

Section 1. "Act" shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463, O.C.G.A. Section 44-3-70, *et seq.*

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as the same now exist or as may hereafter be amended.

Section 3. "Association" shall mean The Orchards of Windward Condominium Association, Inc., a Georgia non-profit membership corporation formed for the purpose of exercising the powers of the Association under the Declaration, the Articles of Incorporation, these By-Laws, the Act, and the Georgia Non-Profit Corporation Code.

Section 4. "Board of Directors or Board" shall mean the Board of Directors of the Association, the members of which shall be elected from time to time as provided in the Declaration, the Articles of Incorporation, these By-Laws, and the Act. The Board of Directors shall be the governing body of the Association.

Section 5. "Common Elements" shall mean all portions of the Property other than the Units, as defined in the Declaration.

Section 6. "Condominium" shall mean all the property and improvements submitted to the Act by the Condominium Instruments and known as The Orchards of Windward Condominium.

Section 7. "Condominium Instruments" shall mean the Declaration and the Plats and Plans recorded pursuant to the Act, all as may be hereafter supplemented and amended.

Section 8. "Declarant" shall mean Atlanta Alpharetta GP, Inc., a Georgia corporation and its successors and assigns in interest who come to stand in the same relation to the Condominium Property.

Section 9. "Declaration" shall mean that certain Declaration of Condominium for The Orchards of Windward Condominium recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia for the purpose of submitting the Condominium to the Act, as such document may be amended from time to time.

Section 10. "Eligible Votes" shall mean and refer to those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 11. "Managing Agent" shall mean the person, company, or other legal entity who undertakes the duties, responsibilities, and obligations of the management of the Association and the Condominium. The Managing Agent may be employed and terminated by a vote of the Board of Directors of the Association, subject to any contract as might exist.

Section 12. "Mortgage" shall mean any mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to the Condominium property or a Unit. A "First Mortgage" shall mean a first priority Mortgage. A "Mortgagee" shall be the holder, beneficiary or grantee of a Mortgage. A "First Mortgagee" shall be the holder, beneficiary or grantee of a First Mortgage.

Section 13. "Owner, Unit Owner or Member" shall mean and refer to one or more Persons, including Declarant, who or which owns fee simple title to any Unit, excluding, however, those Persons having such an interest solely as security for an obligation.

Section 14. "Person" shall mean and refer to a natural person, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof.

Section 15. "Unit or Condominium Unit" shall mean and refer to that portion of the Condominium within the Unit boundaries described in the Declaration which is not owned in common with all other Owners of all other Units in the Condominium and which is intended for individual use and ownership by the Owner or Owners thereof.

Section 16. "Rules and Regulations" shall mean the then current Rules and Regulations of the Association as may be adopted, amended, and repealed by the Board of Directors of the Association.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Non-Profit Corporation Code.

Article II.

General

Section 1. Applicability. These By-Laws provide for the governance of The Orchards of Windward Condominium in accordance with the Articles of Incorporation for The Orchards of Windward Condominium Association, Inc., and the Declaration of Condominium for The Orchards of Windward Condominium recorded in the Fulton County, Georgia Records and are applicable to the Property in the Condominium. These By-Laws are binding on all present and future Owners, tenants, residents, or other persons occupying or using the Units or facilities of the Condominium in any manner. The mere acquisition, rental or act of occupancy of any part of said Units or Property will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws are subject to the provisions of the Georgia Condominium Act, the Georgia Non-Profit Corporation

Code and the Declaration of Condominium for The Orchards of Windward Condominium Association, Inc.

Section 2. Name. The name of the corporation is The Orchards of Windward Condominium Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 3. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Association pursuant to the Georgia Condominium Act and the Declaration. Except as to those matters which either the Georgia Condominium Act, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as more particularly set forth below.

Section 4. Membership. As provided in the Declaration and the Act, an Owner of a Unit shall automatically become a Member of the Association upon taking title to the Unit and shall remain a Member for the entire period of ownership. As may be more fully provided below, a spouse of a Member may exercise the powers and privileges of the Member. If title to a Unit is held by more than one Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit to which it pertains and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Voting. The Association shall have one (1) class of voting membership which shall consist of all Unit Owners. Each Unit shall be entitled to one (1) vote which may be cast in accordance with the terms herein and the terms of the Declaration. A vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below and shall be allocated as provided in the Declaration. When a Unit is owned by more than one natural person, they may, without being required to do so, designate by written notice to the Association the person entitled to cast the vote for the Unit. In the event they fail to designate such a person, the following provisions shall apply:

(a) If only one (1) person is present at a meeting, the person present shall be counted for the purposes of a quorum and may cast a vote for the Unit, just as though he owned it individually, and without establishing the concurrence of the absent person or persons.

(b) If more than one (1) of such Owners, whether or not all of them, are present at a meeting and concur in their decision upon any subject requiring a vote, any one of the Owners shall be counted for the purposes of a quorum and may cast the vote for the Owners. The concurrence of such members shall be conclusively presumed if any one of them purports to cast a vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

(c) If more than one (1) of such Owners, whether or not all of them, are present at a meeting and they are unable to concur in their decision upon any subject requiring a vote, they shall be counted for the purposes of a quorum but shall lose their right to vote on that subject at the meeting.

The votes of the Unit Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these By-Laws, as may be amended from time to time, or by law.

Section 6. Suspension of Voting Rights. The Board may suspend the voting rights of any Unit Owner who is shown on the books and records of the Association or management accounts to be more than sixty (60) days delinquent in the payment of any assessments due to the Association until such assessments have been paid. Such voting rights of a Unit Owner may also be suspended for the infraction of any provision of the Declaration, these By-Laws or any Rule or Regulation established and published by the Board of Directors for the period of such infraction, plus an additional period not to exceed sixty (60) days. Any Owner whose voting rights have been suspended shall not be counted for purposes of a quorum or be permitted to vote until such voting rights have been reinstated by the Association.

Article III. Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held during the month of November of each year, on a day, and at a time and place established by the Board. Notwithstanding the foregoing, the Board of Directors may cause the annual meeting to be on such other date in any year as they shall determine to be in the best interests of the Association, and any business transacted at said meeting shall have the same validity as if transacted at a meeting held during the month designated herein. At the annual meeting, reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, and shall be called by request of any three or more members of the Board of Directors, or upon the written request of at least fifteen (15%) percent of the Unit Owners. Only the business stated in the notice may be transacted at a special meeting.

Section 3. Place of Meeting. Membership meetings of the Association, whether annual or special meetings, shall be held at the Condominium or at such suitable place convenient to the Members as may be designated by the Board of Directors.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to each Unit Owner 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, but no more than sixty (60) days prior to each annual or special meeting. The notice shall state the time, place and purpose of such meeting. Notices shall be delivered personally or mailed by United States Mail, postage prepaid, to each Unit Owner at the address of his or her Unit or at such other address designated by such Unit Owner by notice in writing to the Association. The

mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed a waiver of all objections to lack of notice or defective notice of the meeting, unless the Owner at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting. An Owner's attendance at a meeting shall also be deemed waiver of all objections to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Owner objects to considering the matter when it is presented. The recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 6. Quorum. At all membership meetings, whether annual or special, a quorum shall be deemed present throughout any meeting if Unit Owners entitled to cast more than one-third (1/3) of the votes of the Association are present in person or by proxy at the beginning of such meeting.

Section 7. Adjournment. Any meeting of the Owners may be adjourned from time to time by the vote of a majority of the Unit Owners present in person or represented by proxy, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required other than by an announcement at the meeting at which such adjournment is taken. The quorum required by Section 6 hereof, shall be required at the adjourned session. Notwithstanding the above, when any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 8. Proxy. Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be signed and dated. No proxy shall be revocable except by written notice delivered to the Secretary of the Association except that a proxy shall be automatically revoked if the Member who has given such proxy is in attendance at the meeting. Any proxy shall be void if it purports to be revocable without notice as aforesaid. A proxy shall also automatically be revoked upon the conveyance by a Unit Owner of his Unit and no proxy shall be valid after eleven (11) months from the date of its execution.

Section 9. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Non-profit Corporation Code.

Section 10. Written Ballot. Any action to be taken at any annual or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The

Association shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such 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. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

Section 11. Decision of Unit Owners. Unless otherwise expressly provided in the Georgia Condominium Act, the Declaration, or these By-laws, and provided a quorum is present, the affirmative vote of Unit Owners in attendance in person or by proxy holding at least a majority of the Eligible Votes of the Unit Owners represented at the meeting shall be the act of the Unit Owners. For purposes of these By-Laws, "majority" shall mean more than fifty percent (50%). Notwithstanding the foregoing, any action which by law or pursuant to the provisions of the Declaration requires the assent of a special percentage of the votes of the Unit Owners greater than that herein specified, shall not be considered the act of the Unit Owners unless such requisite percentage so prescribed by law or by the Declaration is obtained. The President may vote. In the event of any tie vote at any annual, special, or adjourned meeting, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie. When the Georgia Condominium Act, the Declaration, or these By-Laws require the approval or consent of all or a specified percentage of Mortgagees and/or other lien holders, no decision or resolution duly adopted by the Unit Owners shall be effective or valid until such approval or consent shall have been obtained.

Section 12. Conduct of Business. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Unit Owners and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as all other transactions occurring at such meetings.

Article IV. Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors consisting of at least three (3) but no more than five (5) members, the exact number of members of the Board of Directors to be fixed by resolution of the Board of Directors from time to time. The directors shall be Owners of Units or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time and no owner or his

spouse may serve on the Board if said Owner is shown on the books and records of the Association or management accounts to be more than sixty (60) days delinquent in the payment of any assessment due to the Association. Any director who ceases to be a Unit Owner or a spouse of a Unit Owner or who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association shall not be eligible to continue to serve as a director, provided that any director who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association shall have ten (10) days to cure such delinquency prior to losing eligibility. Notwithstanding the above, the term "Unit Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any Person which is, either alone or in conjunction with any other Person or Persons, a Unit Owner. However, any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such Person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that Person. No decrease in the authorized number of directors shall shorten the term of any incumbent director. The provisions of this paragraph shall not apply in respect to directors appointed by the Declarant pursuant to the terms of the Declaration.

Section 2. Term of Office. Subject to the Declarant's right to appoint directors as further set forth in the Declaration, the directors shall be elected as provided in this Section. At the first meeting at which an election of Directors is to be held, three (3) directors shall be elected to serve a term of two (2) years and two (2) directors shall be elected to serve a term of one (1) year. Upon expiration of these initial terms, successor directors shall be elected for two (2) year terms. Directors shall hold office for the term for which he was elected and until his successors are elected and qualified or until his early resignation, death, or removal.

Section 3. Removal of Members of the Board of Directors. At any annual or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the total authorized vote of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created for the term so remaining. Any such director whose removal has been proposed by the Membership shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any member of the Board of Directors who has not attended three (3) consecutive Board meetings may be removed from the Board by a majority vote of the Board Members present at a Board meeting, a quorum being had. Notwithstanding the foregoing, the Declarant shall have the right to appoint the successor to any director appointed by the Declarant pursuant to the terms of the Declaration and removed from the Board pursuant to this Section 3.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve for the remainder of the vacating director's term. Vacancies in the Board of Directors caused by removal of a director by vote of the Members shall be filled by the Membership in accordance with Section 2 hereof. Notwithstanding the foregoing, the Declarant shall have the right to fill any vacancies caused by the departure of a director appointed by the Declarant pursuant to the terms of the Declaration.

Section 5. Compensation. Directors shall not be compensated for their services as directors unless and to the extent the Members of the Association authorize by majority vote of the Unit Owners present in person or by proxy at any meeting duly called for that purpose. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Nomination and Election of Directors. Subject to the Declarant's right to appoint directors as further set forth in the Declaration, election to the Board of Directors shall be by written ballot cast at the annual meeting, unless dispensed with by unanimous consent of those present at such meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Directors shall be elected by a plurality of the votes cast. Cumulative voting is not permitted.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such time and place as may be determined by the directors.

Section 8. Regular Meetings. Meetings of the Board of Directors shall be held monthly, without notice, at such time and place as shall be determined from time to time by the Board. A Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone or by facsimile, which notice shall state the time, date, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least three (3) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at or participation by a director at any meeting of the Board of Directors shall constitute a waiver by him of any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or consent to any action taken at the meeting. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such director as required hereunder and by Georgia law. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 12. Quorum. A quorum shall be deemed present throughout any meeting of the Board of Directors if a majority of the number of directors is present at the beginning of such meeting. If any Board of Directors meeting cannot be held because of the absence of a quorum, a majority of the votes present and voting may adjourn the meeting to a later time. The necessary quorum shall be required at the adjourned session. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Decision of the Board. A decision of the Board of Directors shall be by a majority of those directors present at a duly called meeting and every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. At all meetings of the Board of Directors, each director, including the President in his capacity as a Board Member, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his vote as a Board Member, exercise a supplemental vote to break the tie vote.

Section 14. Action Without A Meeting. Any action by the Board of Directors or by any committee appointed by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if, prior to such action, one or more written consents describing the action taken are signed by no less than a majority of the members of the Board of Directors or of such committee, as the case may be. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors or of the appropriate committee and such consent or consents shall be treated for all purposes as a vote at a meeting. Action taken under this provision is effective when the last director or committee member signs the consent, unless the consent specifies a different effective date.

C. Powers and Duties.

Section 15. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the Members. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Condominium as a first-class residential community in the quality of its maintenance, use, and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Georgia Condominium Act, the Declaration, the Georgia Non-Profit Corporation Code, and these By-Laws, and shall include, by way of example and not limitation, the powers and duties to:

(a) Operate, care for, maintain, repair, and replace the Common Elements and employ personnel necessary or desirable therefor.

- (b) Determine common expenses of the Association.
- (c) Levy and collect assessments from the Unit Owners.
- (d) Adopt, modify, and repeal such reasonable Rules and Regulations as it deems necessary and appropriate for the governance of the Condominium including, but not limited to, the use of the Common Elements and the personal conduct of the Members and their guests thereon, or the administration of the affairs of the Association and to impose sanctions for violations thereof, including, but not limited to, monetary fines in such amounts as the Board, in its sole discretion, determines to be reasonable under the circumstances.
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor.
- (f) Manage, control, lease as lessor, and otherwise deal with the Common Elements, including the right to grant permits, licenses and easements over, under and across the Common Elements for utilities, road and other purposes reasonably necessary or useful for the proper operation or maintenance of the Condominium, as well as the power to make shut-offs of common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations, or improvements by the Association or the Unit Owners pursuant to provisions of the Declaration. The Board of Directors shall use reasonable efforts to disrupt the Unit Owners and occupants as little as possible in exercising such power to make shut-offs and other interruptions.
- (g) Purchase, lease, or otherwise acquire Units offered for sale or lease or surrendered by Unit Owners to the Association.
- (h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Units owned by the Association.
- (i) Obtain and maintain insurance for the Condominium pursuant to the provisions of these By-Laws and the Declaration.
- (j) Make additions, improvements, and alterations to the Common Elements, and make repairs to and restoration of the Condominium after damage or destruction by fire or other casualty, or as a result of condemnation.
- (k) Enforce by any legal or equitable remedies available all obligations of the Unit Owners or any of them to the Association. Such enforcement power shall include, without limitation, the power to levy, as assessments, fines against Unit Owners, as provided in these By-Laws and the Declaration.
- (l) Appoint auditors and accountants for the Association and make and file tax returns for and on behalf of the Association.

(m) To enter into management agreements with third parties, such as a Managing Agent, in order to facilitate efficient operation of the development. It shall be the primary purpose of such management agreement or agreements to provide for the administration of the development, the maintenance, repair, replacement and operation of the Common Elements, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms, including compensation and duties and services to be performed, of said management agreement, shall be as determined by the Board of Directors to be in the best interest of the Association and shall be subject in all respects to the By-Laws and the Declaration, provided, however, that any management agreement entered into by the Association shall provide that such agreement may be terminated, at any time, with or without notice, by the Association, without penalty, upon thirty (30) days' written notice. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

(n) Conduct litigation as to any cause of action involving the Common Elements or arising out of the enforcement of the provisions of the Georgia Condominium Act, the Declaration, or these By-Laws.

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, of the Association, in addition to the officers or agents so authorized by the Declaration and these By-Laws, to enter into any contract or execute and deliver any instrument in the name, or on behalf of, the Association, and such authority may be general or confined to a specific instances.

(p) To borrow money for the purpose of repair or restoration of common areas and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain Membership approval if the total amount of such borrowing exceeds or would exceed ten thousand dollars (\$10,000.00) outstanding debt.

(q) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Condominium and fulfillment of the terms and provisions of the Georgia Condominium Act, the Declaration, and these By-Laws.

In the case of those powers and duties specified in the foregoing clauses (g), (h), (j), and (m), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by the vote of the Unit Owners. The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Association sufficient therefor.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to perform and be responsible for any and all functions necessary or proper for the administration and operation of the Condominium, unless otherwise particularly and specifically given to the Membership.

D. Committees.

Section 16. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on the Condominium property. The Board shall have the right, but not the obligation, to publish written architectural standards for exterior appearances, alterations and additions and for interior appearances, alterations and additions which are visible from the outside of Units.

Section 17. Additional Committees. The Board of Directors shall have the power and authority to create and establish other committees as it deems desirable. Any such committee shall advise the Board of Directors of matters pertaining to the purpose for which any such committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of one (1) or more Unit Owners and may, but need not, include one or more members of the Board of Directors. The members, including the chairman, of any such committee, shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

Article V.
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary and such officers shall hold their offices for such terms and shall exercise such powers and perform such duties as directed from time to time by the Board of Directors. Such subordinate officers shall not be required to be members of the Board of Directors, but shall be Owners of Units or spouses of such Owners. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting (organizational meeting) of the Board following the annual meeting of the Members and shall hold office for one (1) year and until his successor is chosen and has qualified unless he shall resign or shall be removed, or is otherwise disqualified to serve.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of 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.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, and shall in general, manage, supervise, and control all of the business and affairs of the Association. Without limiting the foregoing, the President shall have the authority to sign, on behalf of the Association, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these By-Laws or the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 6. Vice President. The Vice President shall act in the President's absence, or in the event of his death or inability or refusal to act and shall have all powers, duties, and responsibilities provided for the President when so acting. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 7. Secretary. The Secretary shall attend, record the votes and keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law. Without limiting the foregoing, the Secretary shall keep the Association's seal and affix it on such papers and documents requiring it; shall keep appropriate current records showing the Members of the Association and their addresses and the addresses of the holder of any mortgage on such Owner's Unit which shall be furnished to the Secretary by such Owner; shall see that all notices are duly given in accordance with the Declaration, these By-Laws, or if required by law; and shall, in general, perform all other duties incident to the office of the Secretary as from time to time may be imposed by the Board of Directors or by the President.

Section 8. Treasurer. The Treasurer shall have the responsibility, together with any management agent, if any, retained by the Association, for the Association's funds and securities and shall be responsible, together with such agent, for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements, for preparing and executing all checks payable by the Association and for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall in general, perform all duties incident to the office of the treasurer of a corporation organized in accordance with Georgia law and such other duties, as from time to time, may be imposed upon him by the Board of Directors or by the President.

Section 9. Compensation. Unless otherwise expressly provided by the majority vote of the Association, no officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursements made by him in the performance of his duties. No officer shall be obligated to make any such disbursements.

Section 10. Contracts with Interested Parties. No contract or transaction between the Association and one or more of its officers or directors, or between the Association and any other entity in which one or more of the Association's officers or directors are officers, directors, partners, or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Association's officer or director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purposes, if (a) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by a vote sufficient for such purpose without counting the vote or votes of the interested director or directors; or (b) the material facts as to his interest and as to the contract or transaction are disclosed or are known to Unit Owners entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Unit Owners; or (c) the contract or transaction is fair as to the Association as of the time it is authorized, approved, or ratified by the Board of Directors or the Unit Owners. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction.

Article VI. Fiscal Matters

Section 1. Assessments. Unit Owners shall pay assessments imposed pursuant to the provisions of the Declaration. In any year in which there is an excess of assessments over expenditures, the Board of Directors, by resolution and without the necessity of a vote of the Unit Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments, or to allocate the same to one or more reserve accounts.

Section 2. Fidelity Bonds. The Board of Directors shall require that any manager, contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond or proof of adequate insurance.

Section 3. Financial Statements. Financial statements of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member who requests a copy in writing. Upon written request of any First Mortgagee, such holder shall be entitled to receive a copy of the annual financial statement within one hundred twenty (120) days after the end of each fiscal year.

Section 4. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may determine.

Article VII.
Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration and herein. In addition, the Board of Directors shall have the authority to make, modify, repeal, and enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Units and the Common Elements, provided that copies of all such Rules and Regulations are furnished to all Owners. The Board shall have the power to impose reasonable monetary fines, as provided within the Declaration and these By-Laws, which shall constitute a lien upon the Unit and otherwise be collectible as an assessment and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these By-Laws, or any Rules and Regulations duly adopted hereunder.

Section 2. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Act, the Declaration, these By-Laws, or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles without notice that are in violation of the Declaration or the parking Rules and Regulations) or by suit at law or in equity or enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article VIII.
Miscellaneous

Section 1. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws or the Declaration shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by overnight delivery or U.S. Mail, first class postage pre-paid:

(a) if to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary or the Managing Agent or, if no such address has been designated, at the address of the Unit of such Owner; or

(b) if to the Association, the Board of Directors and the Managing Agent, at the principal office of the Association and the Managing Agent, if any, or at such other address as shall be designated by the notice to the Owners in accordance with subsection (a) hereof.

All such notices shall be deemed effective upon personal delivery, or, if mailed, on the postmarked date of the notice.

Section 2. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year shall be set by resolution of the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. Conflicts. In the event of conflicts between the Act, the Declaration, and these By-Laws, the Act and the Declaration shall control, in that order.

Section 7. Amendment. These By-Laws shall be amended in accordance with the procedure set forth in this Section 7. The Board of Directors shall recommend each amendment to the members unless the Board elects, because of a conflict of interest or other special circumstances, to make no recommendation and communicates the basis for its election to the members with the amendment. The By-Laws may thereafter be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of members holding two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less. These By-Laws may also be amended by the Declarant alone to correct any scrivener's error or for the purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund, purchase or guarantee security deeds on individual Units, as such requirements may exist from time to time, to comply with the requirements of any applicable governmental (including federal, state, municipality or other governmental entity) law, statute, rule, regulation or ordinance including, without limitation, the Georgia Condominium Act or to comply with the requirements of any title insurance company. Notwithstanding the above, every amendment to these By-Laws is subject to the prior written approval of Declarant so long as Declarant owns any unit primarily for the purpose of sale or has an unexpired option to add additional property to the Declaration, whichever is last to occur.

Section 8. Offices. The Association shall maintain at all times a registered office in the State of Georgia and a registered agent at said office. Notwithstanding the above, the Association may also have office at such other places both within and without the State of Georgia as the business of the Association may require.

Section 9. Books and Records. All Members of the Association and all holders, insurers or guarantors of First Mortgages shall, upon written request, be entitled to inspect current copies of the Declaration, these By-Laws, the Rules and Regulations of the Association and all books and records of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such items.

Section 10. Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or device for the general purposes, or for any special purpose, of the Association.

Section 11. Agreements. Subject to the provisions of the Declaration or these By-Laws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Unit Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Condominium, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such Persons of its choice such duties of the Association as may be determined by the Board of Directors.

Section 12. Rights of Action. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents.