

BYLAWS OF  
THIRTEEN HUNDRED ON LAKE NOTTELY  
PROPERTY OWNERS  
ASSOCIATION

8/3/19

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## ARTICLE I

### GENERAL

Section 1. Applicability - These Bylaws provided for the self-government of the Thirteen Hundred on Lake Nottely Property Owners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State of the State of Georgia, the Amended and Restated Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running with the Land for Thirteen Hundred on Lake Nottely Subdivision, Union County, Georgia and recorded in Deed Book 1141, Pages 217-225, et.seq., Union County, Georgia shall collectively be referred to as the Declaration for the purposes of these Bylaws. The Property Owners Association shall be governed under the Property Owners Association Act of 1994 as defined in the Official Code of the State of Georgia.

Section 2. Name – The name of the Corporation is Thirteen Hundred on Lake Nottely Property Owners Association, Inc. (Hereinafter Association).

Section 3. Definitions – The terms used herein shall have their generally accepted meanings or the meanings specified in Article I of the Declaration.

Section 4. Membership – Any person who is the record Owner of a fee or undivided fee interest in any residence or lot which is a part of the property and which is or may be subject to the Declaration shall be a member of the Association (hereinafter “member”). If title to a member lot is held by more than one person, membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per member lot. 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 membership. Membership shall be appurtenant to the member lot and shall be transferred automatically by conveyance of the member lot and may be transferred only in connection with the transfer of title.

Section 5. Entity Members – If a Member is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person’s relationship with the Association and any office or directorship held, shall terminate automatically upon termination of such person’s relationship with the entity that is the Member. Termination of the person’s relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy shall be filled in accordance with these Bylaws.

Section 6. Voting –When more than one person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised as those co-owners determine among themselves. In no event shall more than one (1) co-owner attempt to cast the vote for the Member Lot or if only a Member’s spouse or Domestic Partner (defined as any adult who cohabitates with an Owner and who has been designated as the Owners domestic partner in a written statement, signed by the Owner and filed with the Association secretary). A person shall no longer be a domestic partner upon the secretary’s receipt of a written termination notice signed by the Owner or the domestic partner.

Attempts to cast the vote for a Member Lot shall be conclusively presumed that a co-owner, spouse, or domestic partner is authorized on behalf of all co-owners of the Member to cast the vote for such member Lot. In the event of disagreement between and among co-owners or between a Member and spouse or Domestic Partner and an attempt by two(2) or more of them to cast such votes, such Persons shall not be recognized and such votes shall not be counted. Voting rights of a Member Lot shall be suspended automatically in the event that a Member is more than thirty (30) days delinquent in the payment of any assessments, fees, fines or charge to the Association. Further the voting rights of a Member Lot may be suspended after written notice for any Member or Member Lot that is deemed in violation of the Declaration.

Section 7. – Eligible Vote and Proxy - No Member shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, or act as a proxy for another Member if that Member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Member has had its voting rights suspended for any reason. If a Member's voting rights have been suspended, that Member shall not be counted as eligible to vote for the purposes of establishing a majority or quorum, or for the purpose of amending these Bylaws or the Declaration. See Article II, Section 7 for addition information regarding proxies.

Section 8. Purpose - The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses (meaning the expense incurred or anticipated to be incurred for the general benefit of all the Lots, including but not limited to, the expenses for maintaining, repairing, replacing and operating the common areas) arranging for the management of the Property, enforcing the terms of the Declaration, and performing all of the other acts that may be required to be performed by the Association pursuant to the Declaration of the Georgia Nonprofit Corporation Code. Except as to those matters which the Declaration of the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below, and the Board shall have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities.

#### Section 9. Electronic Records and Signatures

- a) Records: Whenever the Associations Legal Instruments require that a document, record or instrument be "written" or "in writing" the requirement is deemed satisfied by an Electronic Record.
- b) Signatures: Whenever these Bylaws require a signature on a document, record or instrument an electronic signature satisfies this requirement only if (1) the signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature, or (2) the Board reasonable believes that the signatory affixed the signature with the intent to sign the electronic document and that the electronic document has not been modified since the signature was affixed.
- c) Verification and Liability for Falsification: The Board may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification the Board may refuse to accept any electronic signature or electronic record that in the Boards sole discretion is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or other person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes is authentic, or rejecting any such item

which the Board reasonably believes not to be authentic. Any Member or person who negligently, recklessly or intentionally submits any falsified electronic records or unauthorized electronic signatures shall fully indemnify the Association for actual damages, reasonable attorney fees incurred and expenses incurred as a result of such acts.

## ARTICLE II MEETINGS OF MEMBERS

Section 1. Annual Meeting – The regular annual meeting of the Association members shall be held in the first two weeks of August of each year, with the date, hour, and place to be set by the Board of Directors. No annual meetings of the Association shall be set on a legal holiday.

Section 2. Special Meetings- Special meetings of the Members may be called for any purpose at any time by the President, the Secretary, or by the request of two (2) or more Board Members, or upon written petition of twenty (20) percent of the Members. Any such written petition by the Members must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Members are authorized to act under these Bylaws or Declaration. The petition, with original signatures, must be submitted to the Association 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 President. The President shall then promptly call a special meeting for all lawful purposes stated in the petition at a date, time and location selected by the President and the Secretary shall send notice of such meeting in accordance with these Bylaws within thirty (30) days of the date of the delivery of the petition to the Secretary.

Section 3. Notice of Meetings – The Secretary shall give notice of each annual or special meeting of the Association to the record Owner of each Lot as provided in Article V of these Bylaws at least thirty (30) days prior to each annual meeting and at least seven (7) days prior to any special meeting. The notice shall state the time and place of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these Bylaws shall be considered proper service of notice.

Section 4. Waiver of Notice – Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed waived by such member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business of which proper notice was given, is put a vote.

Section 5. Quorum - Except as may be provided elsewhere, the presence in person or by proxy, at the beginning of the meeting, of Members or their designated representative entitled to cast thirty (30) percent of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be re-established. Members whose voting rights have been suspended pursuant to these Bylaws shall not be counted as eligible votes towards the quorum

requirement. In the event a Quorum is not reached, a meeting may still ensue however, no business requiring a vote of the Members of the Association may be cast and at the Boards discretion the meeting may be suspended and reconvened as detailed below in Section 6 or an additional meeting shall be rescheduled within sixty (60) days at the additional expense of the Association Members

Section 6. Adjournment – Any meeting of the members may be adjourned from time to time for periods not exceeding ten (10) days by a vote of the Members holding the majority votes represented at such meeting, regardless of whether a quorum is present. Any business that could have been transacted properly at the original session of the meeting with a quorum present may be transacted at the reconvened session with a quorum present and no additional notice of such reconvened session shall be required.

Section 7. Proxy – Any member or his designated representative 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 signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Association in the same manner as any other notice may be given to the Association. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy. If more than one proxy is given to the Association for the same vote and they are not consistent regarding the appointed proxy holder, all such proxies shall be invalid and none shall count toward the quorum or any vote. Members whose voting rights have been suspended hereunder may not act as a proxy for any other Member. No person may hold or vote more than four (4) proxies, except that the Board of Directors may vote any number of designated proxies.

Section 8. Action Taken Without A Meeting - In the Board's discretion, any action that may be taken by the Association Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written ballot or written consent form to every Member entitled to vote on the matter. Such ballots and consent forms shall be given to the Members and shall be returned to the Association in accordance with the notice provisions set forth in these Bylaws.

- a) Written Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against any 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. 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 such ballot must be received by the Board in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for a period of three (3) years.
- b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for

such action. Signed consents shall be included in the minutes or filed with the Association records.

- c) Notice to Members of Approval and Effective Date of Such Action. If an action of the Members is approved by written ballot or written consent hereunder, the Board shall issue notice of such approval to all Members. Membership approval shall be effective ten (10) days after such notice is issued provided, however, if the ballot or consent is to an amendment of the Declaration or the Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business – At all meetings of the Association, Roberts Rules of Order shall govern when not in conflict with the Declaration, Bylaws or the Articles of Incorporation, unless all the Members present at a particular meeting vote to suspend Roberts Rules at that meeting.

### ARTICLE III

#### BOARD OF DIRECTORS

##### A. Composition of Selection

Section 1. Composition and Eligibility – A Board of Directors shall govern the affairs of the Association. The Board shall be composed of five to seven (5-7) members, the exact number to be determined by resolution of the Board. Board Members shall consist of four officers and one to three (1-3) members at large. The directors shall be Members, spouses or domestic partners of the Members provided however, no Member and his or her spouse or domestic partner may serve on the Board at the same time and no co-owners of a Member Lot may serve on the Board at the same time. No Member shall be eligible to be elected to serve on the Board if at the time of such election he or she is a) shown to be on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessments, fines or charge by the Association or b) suspended from voting as an Association Member. Board positions shall be determined by the Board Members for every two year term. It is recommended that fifty (50) percent of the elected Board members should be full time residents of the subdivision. Non-residents must agree to make themselves available for all scheduled board meetings during their term of office. No representative of the developer shall be eligible or permitted to run for election to the Board of Directors.

Section 2. Term of Office – Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire and a successor is duly elected. Successor Directors shall be elected for a term of two (2) year terms, with the exception of the next election which shall begin to stagger the terms as herein provided. At the first election after the date these Bylaws are recorded two members shall begin to rotate off the Board each year leaving two vacancies to be filled every year by vote at the Annual meeting. This method will stagger the terms and then all following elections the Directors shall serve for two (2) year terms. A Board member may run for re-election at the end of their term.

Successor directors shall be elected by the vote of those Members present or represented by proxy at the annual or other meeting by the Association, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled. All



successor directors shall hold office until their respective successor director is elected or appointed. In the event a quorum is not obtained at the election, those directors serving shall remain in effect until they resign, are removed as provided in Section 3 or until the next election. The Board shall not be obligated to call another meeting if the first meeting did not result in a quorum and a successor member may be appointed by the existing Board.

Section 3. Removal – At any duly called Association meeting, for which notice given included notice to remove a director, any one or more Board Members may be removed with or without cause by a majority of the Association Members, and a successor may then be elected to fill the vacancy created. Any director whose removal has been proposed by the Association membership shall be given at least ten (10) days' notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting. For the purpose of this Section, no Member may vote more than his or her own vote and four (4) proxies; however the Association or Board Members may vote any number of proxies. Moreover, any director who has had three (3) consecutive absence from regularly scheduled board meetings or is in violation of any of the Declaration, Bylaws or Association rules, or is more than thirty (30) days past due in the payment of any assessments, fines or fees, may be removed by vote of a majority of the Directors.

Section 4. Vacancies – Vacancies of the Board caused by any reason except removal by vote of the membership shall be filled by a vote of the majority of the remaining directors. The successor so appointed shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation – Directors shall not be compensated for services performed as directors unless authorized by a majority vote of the Members. Directors may be reimbursed for expenses incurred in carrying out their duties as directors with the exception of travel expenses unless expressly pre-approved by the Board.

Section 6. Director Conflict of Interest – Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as a Director, provided that the Director's interest is disclosed to the Board and the contract is approved by a majority of the Directors who are at the Board meeting at which a quorum is present, excluding the Director with whom the contract is made. The interested Director shall not count for the purposes of establishing a quorum of the Board. The interested Director shall be entitled to be present at the meeting at which the proposed contract is discussed, but must leave the meeting during the discussion on such matter.

Section 7. Nominations – Nominations for election to the Board may be made in advance when responding to the notice of the annual meeting or from the floor of the annual meeting. The Board may also appoint a nominating committee to make nominations prior to the meeting. Each candidate will be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No Member shall be nominated for election, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessments, fees or charges owed the Association or if the Member's voting rights have been suspended for any reason. No representative of the Developer is eligible for nomination, nor be permitted to run for election to the Board of Directors.

Section 8. Elections – All Members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The nominees receiving the most votes shall fill the directorships for which elections are held. Voting for the election of Board Members shall be by written ballot unless dispensed by unanimous consent at such meeting at which such voting is conducted or unless a slate of candidates is unopposed and is accepted by acclamation.

## B. Meeting

Section 1. Regular Meetings – Regular Board meeting shall be held at least every three (3) months at such time and place to be determined by the Board. A newly elected Board shall meet within ten (10) days after each annual meeting.

Section 2. Special Meetings – Special Board meetings may be called by the President on three (3) days' notice to each director (given in accordance with the notice provisions set forth in these Bylaws) which notice shall state the time, place and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary or Treasurer in like manner and on like notice or at the request of two (2) directors.

Section 3. Waiver of Notice – Any director may, at any time, waive notice of any Board meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting shall also constitute a waiver of notice by him or her. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted.

Section 4. Conduct of Meetings – The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions by the Board and a record of all transactions and proceedings occurring at such meeting. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by telephone or electronic communication shall be deemed present and in attendance for the purpose of such meeting provided that all persons participating in the meeting can hear each other. Directors may not participate in a meeting by proxy.

Section 5. Open and Closed Meetings – Board meetings need not be open to all Members. If the Board permits members to attend a Board meeting, the Members other than the Directors may not participate in any discussions or deliberations unless expressly authorized by the Board. A Lot Member may request permission to address the Board in person at a regular Board meeting by written request a minimum of ten (10) days prior to the meeting and such request delivered to the Association Secretary and outlining the issue or matter to be presented to the Board. If the Board grants the Member's request, the Member shall be limited to fifteen (15) minutes to address the Board. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon all matters, litigation in which the Association may become involved, and orders of business of similar nature. The Board may order the removal of any meeting guest who in the Board's opinion either disrupts the conduct of business or fails to leave the meeting upon request after a reconvening in executive session. A Lot Member may request an issue be placed before the Board's next regularly scheduled meeting for discussion by written request to the Secretary delivered a minimum of ten (10) days prior to the meeting. The "issue" to be placed before the Board should be clearly written in detail outlining the concern or

request of the Lot Member and any specific action the Member is requesting the Board to consider. The Board will respond to all requests for action, whether in person or written, within ten (10) days of the Board meeting in which the matter or issue was presented.

Section 6. Actions Without A Meeting – Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the Directors consent in writing to such action. Such written consents must describe the action taken and signed by no less than a majority of the Directors. Said actions will be recorded and become part of the minutes of the next Board meeting.

### C. Powers and Duties

Section 1. 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 property and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or Bylaws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to do the following:

- a) Control, manage, operate, secure, maintain, repair, replace and improve all portions of the Common Property and/or Common Area shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the owners of the property subject to the Declaration and which shall include determining the terms of use and guidelines for seasonal use, if any;
- b) Grant and accept permits, licenses, utility easements, leases and other easements;
- c) Acquire, hold and dispose of tangible and intangible personal property and real property;
- d) Make, delete and amend reasonable rules and regulations governing the use of the common property;
- e) Enforce by legal means the provisions of the Declaration, Bylaws and the rules and regulations as provided in the Declaration;
- f) Bring or defend any actions or proceedings which may be instituted on behalf of or against the Members concerning the Association or Common Property;
- g) Prepare and adopt an annual budget and establish the contribution from each category of Members and from the seasonal users to the common expenses. Seasonal user is defined in the Declarations 1.17 as long term rental resident who may make application to the Board for use of the common areas.  
The annual budget shall be presented at the annual meeting each year for membership approval.
- h) Establish the means and methods of collecting assessments as provided in the Declaration;
- i) Deposit Association funds in a financial depository or institution that the Board of Directors shall approve or otherwise invest the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and use such funds to administer the Association;
- j) Designate the signatories of all Association bank and other financial accounts;
- k) Obtain and carry insurance against casualties and liabilities as provided in the Declaration and pay the premium cost thereof;

- l) Make or contract for the making of repairs, additions and improvements to, or alterations of the Common Property after damage or destruction by fire or other casualty in accordance with the other provision of the Declaration and these Bylaws;
  - m) Designate, hire, dismiss and contract with the personnel necessary to operate the Association and personnel necessary to maintain, repair, replace and improve the Common Property and where appropriate compensate such personnel; and
  - n) Purchase equipment, supplies and materials to be used by the Association personnel in performance of their duties.
2. Management Agent – The Association may, but shall not be required to hire a professional management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board shall use reasonable effort in any management contract to provide for termination of such contract with or without cause and without penalty, upon more than (60) days written notice and for a term not to exceed one (1) year.
  3. Borrowing – The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration of the existing Common Property and facilities without the approval of the Members of the Association. Acquisition of new and/or additional common property or modifications thereof shall require a vote of the Membership of the Association.
  4. Limitations – The Board shall not have the power to spend, borrow, or promise money that would cause the Association to exceed the total approved annual budget without prior approval from the Association members. However, this restriction shall not apply if the Board unanimously determines that money in excess of the annual budget is necessary due to an emergency. The stated emergency shall be detailed in the minutes of the Board meeting wherein the emergency is determined and approved by the Board.
  5. Liability and Indemnification of Directors, Officers and Committee Members – The Association shall indemnify every officer, director and committee member against any and all expenses including attorney fees, reasonable incurred by or imposed upon a director, officer or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is a director, officer or committee member at the time of such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgement, negligent or otherwise, or for injury or damage caused by any such director, officer or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers, directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if possible, officers and director’s liability insurance to fund this obligation and the insurance shall be written as provided in the Declaration.

#### D. Committees

Section 1. Creation of Committees – The Board may establish any committee as the Board, in its sole discretion, shall determine are necessary for the operation of the Association. All such committees shall have the powers and duties that the Board shall authorize.

Section 2. Service on Committees – Unless otherwise provided in the Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named by approval of the Board.

#### ARTICLE IV OFFICERS

Section 1. Designation – The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer. The officers shall be elected by the Board. No Board member may hold more than any one office.

Section 2. Election of Officers – The Association officers shall be elected by the Board at the first Board meeting following each annual meeting of the Members and shall hold the office at the Board's pleasure until a successor is elected.

Section 3. Removal of Officers- Upon the affirmative vote of the majority of the Board Members, any officer may be removed, with or without cause, and a successor elected.

Section 4. Vacancies – A vacancy of an office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired term.

Section 5. President – The President shall be the Chief Executive Officer of the Association and shall establish the agenda for and preside at all Association and Board meetings. 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, including, but not limited to, the power to appoint committees from among the Members as he or she may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President – The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when acting.

Section 7. Secretary – The Secretary shall keep the minutes of all Association and Board meetings and shall have the charge of such books and papers as the Board may direct, and shall perform all duties incident to the office of the secretary of a corporation organized under Georgia law. The Secretary shall maintain a current listing of all Lot Members including their complete contact information, i.e., names, mailing address, phone numbers, email addresses and facsimile information.

Section 8. Treasurer – The Treasurer shall have the responsibility for the Association’s funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers – Other officers may be created by the Board, with such titles and duties defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. - All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by the Board.

## ARTICLE V MISCELLANEOUS

### Section 1. Notices

a) Method of Giving Notice. Unless otherwise prohibited by the Bylaws, all notices, demands, bills, statements and other communications under these Bylaws shall be in writing and shall be deemed delivered and duly given via:

- 1) Personal delivery to the addressee by United States mail with first class postage affixed;
- 2) Electronic mail to the Members email address on record with the Association;
- 3) facsimile; or
- 4) A secure web site provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message.

Lot Members are responsible for keeping the Association Secretary informed of their contact information as listed above. If a Lot Member’s contact information changes, or a lot is conveyed to a new Owner, the Lot Member is to notify the Association Secretary within thirty (30) days in writing of the updated contact information of the Member or Notice Requirements as outlined above in Section 1. may be considered as waived by the Association.

b) Addressee – Notice given by any one of the methods described in paragraph a) above shall be deemed to have been duly given:

- 1) If to a Lot Owner, at the address, electronic email address or facsimile number which the Member has designated to the Secretary is his or her accurate and correct address,
- 2) If to an Occupant at the address, electronic mail address or facsimile number which the occupant has designated with the Secretary is his or her accurate and correct address,
- 3) If to the Association, the Board or 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 shall be designated in writing and filed with the

Secretary. The Secretary shall promptly provide notice to all Members of any such change in address.

Section 2. Severability – The invalidity of any part of these Bylaws shall not impair or affect in manner the validity, enforceability, or effect of the balance of these Bylaws and Declarations.

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 Bylaws or the intent of any provisions therein.

Section 4. Gender and Grammar – The use of the masculine gender in these Bylaws 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 of the Association may be set by the Board, or in absence thereof, shall be based upon the calendar year.

Section 6. Financial Review – A financial review of the Association accounts shall be performed and a financial statement prepared annually in the manner provided by the Board. An independent audit of the Association financial accounts shall be performed a minimum of every two years. After receiving the Board's financial report at the annual meeting, the Members may, by a majority of the Association vote, require the Association accounts be audited as a common expense by an independent accountant. The financial statement and, if applicable, the audit shall be made available to the holder, insurer, or guarantor of any first mortgage on a Member Lot upon submission or a written request therefor.

Section 7. Conflicts – The duties and power of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or Articles of Incorporation, then the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order shall prevail and each Owner of a Member Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove any such conflicts or inconsistencies.

Section 8. Amendment – Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote written consent or any combination of affirmative vote of a majority of eligible vote of the Association. Notice of a meeting, if any, 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 the Association's President and the Secretary have certified it and it is recorded in the Union County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Bylaws. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirements.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time. If legal action is not instituted to challenge the validity of an amendment within one (1) year of the recording of the amendment in the Union County, Georgia land records, then such amendment shall be presumed to be validly adopted.

Section 9. Books and Records – To the extent provided in O.C.G.A. Section 14-3-1602, all Association Members and any institutional holder of a first mortgage shall be entitled to inspect the Association records at a reasonable time and location specified by the Association, upon written request of at least five (5) business days before the date on which the Member wishes to inspect and copy. The 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 communication, executive session meeting minutes, and financial records or accounts of other Members. Minutes for any Board or Association meeting do not become effective and official Association records until approved by the Board of the Association membership as applicable, at a subsequent meeting.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that the above Bylaws were adopted by a majority of the Board of Directors.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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THIRTEEN HUNDRED AT LAKE NOTTELY  
PROPERTY OWNERS ASSOCIATION

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Treasurer

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness: \_\_\_\_\_

Notary Public: \_\_\_\_\_

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