

BYLAWS
OF
MOUNT VERNON TOWERS CONDOMINIUM ASSOCIATION, INC.
(As amended 2017, corrected 2019)

ARTICLE I

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

Section 1.01 Name. The name of this Association shall be MOUNT VERNON TOWERS CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Georgia nonprofit corporation.

Section 1.02 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Condominium as the Board of Directors may from time to time designate.

Section 1.03 Applicability. These Bylaws provide for the self-government of the Condominium Units in the condominium known as Mount Vernon Towers, A Condominium, in accordance with and subject to the provisions of the Articles of Incorporation, the Georgia Condominium Act, the Georgia Nonprofit Corporation Code and that certain Declaration of Condominium for Mount Vernon Towers, A Condominium, recorded in Deed Book 10153, page 1, et seq., Fulton County, Georgia, records, as amended from time to time.

Section 1.04 Definitions. Unless the context otherwise requires, the terms used in these Bylaws, the Declaration and the Articles of Incorporation shall have the following meanings:

(a) Act shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463; Official Code of Ga. Ann. Sections 44-3-70 et seq., as such act has been or may be amended.

(b) Association shall mean Mount Vernon Towers Condominium Association, Inc., and its successors.

(c) Board or Board of Directors shall mean the governing body of the Association.

(d) Condominium shall mean all that property submitted to the Act and located in Land Lots 71 and 89 of the 17th District of Fulton County, Georgia, as more particularly described in Exhibit "A" to the Declaration or as described in any Amendment thereto.

(e) Declaration shall mean that document filed of record in Deed Book

10153, page 1, et seq., in the Office of the Clerk of the Superior Court of Fulton County, Georgia, for the purpose of submitting the condominium to the Act together with any amendment thereto.

(f) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for such purpose of fee title.

(g) Person shall mean any individual, corporation, firm, association, partnership or other legal entity.

(h) Unit shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

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

MEMBERSHIP AND VOTING RIGHTS

Section 2.01 Membership in Association. Every person who is the record owner of a fee or undivided fee interest in any Condominium Unit shall be a member of the Association, excluding persons who hold such interest under a mortgage. If a Condominium Unit is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Condominium Unit; provided, however, if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Condominium Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

Section 2.02 Voting Right in Association. The Association shall have one class of voting membership which shall consist of all Owners. Such Owners shall be entitled to one vote for each Condominium Unit in which they hold the interest required for membership by Section 2.01 of these Bylaws; provided, however, that no vote shall be deemed to appertain to any Condominium Unit during the period that the Owner thereof is the Association. The vote attributable to a Condominium Unit shall be exercised as a whole. When more than one person or a person other than a natural person owns such interest in any Condominium Unit, the vote therefor shall be exercised in accordance with the provisions of Section 2.01 of these Bylaws. The vote of any Unit Owner not a natural person or persons shall be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner.

Section 2.03 Suspension of Voting Rights in Association. During any period in which the Owner of a Condominium Unit shall be in default for more than thirty (30) days in the payment of

any annual or special assessment or other charge levied by the Association, after at least ten (10) days' prior written notice to such Owner of such default, the voting rights of such Condominium Unit may be suspended by the Board of Directors until such assessment or charge has been paid. Such rights may also be suspended for a reasonable period for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III

MEETINGS, QUORUM, VOTING, PROXIES

Section 3.01 Place of Meeting. Membership meetings of the Association shall be held at the Condominium or at such other suitable place convenient to the members as may be designated in the notice thereof by the Board of Directors.

Section 3.02 Annual Meeting. Annual meetings of the membership of the Association shall be held on the second Wednesday in December of each year if not a legal holiday; and, if such is a legal holiday, then on the next following day not a legal holiday. Notwithstanding the foregoing, the Board of Directors may cause the annual meeting of Unit Owners 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 on the day designated herein. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

Section 3.03 Special Meetings. Except as otherwise required by the Declaration, the Secretary of the Association shall be required to call a special meeting of the members as directed by the President of the Association or upon the resolution of a majority of the Board of Directors or a petition signed by Unit Owners entitled to cast at least one-half (1/2) of the votes of the Association presented to the Secretary of the Association.

Section 3.04 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof as well as the date, time and place where it is to be held. Such notice shall be delivered personally, sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10, the "Uniform Electronic Transmissions Act," to all Unit Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Units. Except as may be otherwise required by law, notice shall be given to each Unit Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting. The mailing of a notice in the manner provided in this Section 3.04 shall be considered notice given. Upon request, any institutional holder of a first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting. Any Unit Owner (or any mortgagee of any Unit Owner entitled to notice) may waive the notice of the meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of

any and all objections to the place or time of the meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, or which proper notice was not given, is put to a vote. A 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 3.05 Order of Business. The order of business at all annual membership meetings shall be as follows:

- a. Sign in and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

Section 3.06 Quorum. At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if Unit Owners entitled to cast a majority of the votes of the Association are present in person or by proxy at the beginning of such meeting. For purposes of these Bylaws, "majority" shall mean percentage shares totalling more than fifty percent (50%) of the total percentage shares. For purposes of these Bylaws, any Unit Owner who is not a natural person shall be deemed to be in attendance at the meeting if the Unit Owner is present by proxy or if an officer, director, partner, other principal or an employee of the Unit Owner is present, whether or not said person holds a valid proxy for the purpose of voting as set forth in Section 2.02 of these Bylaws. No Unit Owner whose voting rights have been suspended pursuant to Section 2.03 of these Bylaws shall be counted for a quorum.

Section 3.07 Adjourned Meetings. Any meeting of the membership which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Unit Owners present in person or represented by proxy. 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. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.

Section 3.08 Proxy. The vote of any Unit Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, and delivered to the Secretary or the Administrator. No such proxy shall be revocable except by written notice delivered to the Secretary of the

Association by the Unit Owner or by any of such persons. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Condominium Unit shall void any outstanding proxy pertaining to the voting rights appurtenant to that Condominium Unit. Except as otherwise provided herein, the presence of any Unit Owner at the meeting for which a proxy is given shall automatically revoke the proxy. The proxy of a Unit Owner who is not a natural person will not be revoked by the mere presence of any person whose presence without a proxy would cause the Unit Owner to be deemed in attendance at the meeting.

Section 3.09 Action Taken by Association. Except as otherwise provided by the Georgia Condominium Act or by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized by not less than a majority of all of the votes taken thereon to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. In the event of any tie vote at any regular, special, or adjourned meeting of the Association, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie, unless otherwise provided in these Bylaws.

Section 3.10 Action by Association Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by each of the members entitled to vote on the date on which the last such member signs such approval and consent and upon the filing of such approval and consent with the Secretary of the Association. Such approval and consent so filed shall have the same effect as the unanimous vote of the members at a special meeting called for the purpose of considering the action authorized.

ARTICLE IV

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

Section 4.01 Number. The affairs of the Association shall be governed by a Board of Directors composed of six (6) persons. Except as otherwise provided herein, each Director shall serve for a term of two (2) years. No term limitation shall be applicable to any Director. Two (2) Directors shall be non-residents of the Condominium, and said nonresident Directors shall not be required to be but can be Unit Owners; the non-resident Directors shall be a separate class of Directors, and said class shall be voted on separately from other Directors. A second class of three (3) Directors shall, at all times during their service as Directors, be (a) Unit Owners, (b) spouses of Unit Owners in the Condominium, (c) spouses of deceased unit owners where the estate currently holds title to the unit, or (d) residents who live in a unit owned by family members or a trust for which the resident is a beneficiary, and the Directors shall meet the additional requirements set forth in the next sentence hereof; provided, however, that no Unit Owner and his or her spouse may serve on the Board at the same time, nor shall any non-owner resident, as described above, and the owner of such resident's unit serve on the board at the same time; and provided, further, that the term "Unit Owner," for purposes of this Section 4.01 and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any person which is,

either alone or on conjunction with any other person or persons, a Unit Owner. As an additional qualification for the second class of Directors described above, either (a) the Unit Owner as described above, (b) the spouse of the Unit Owner or a deceased unit owner as described above, (c) a member of the Unit Owner's family, or (d) the beneficiary of a trust whose trustee is above defined as a Unit Owner shall reside in the Condominium at all times during the Owner's service as a Director; provided, however, that should the resident in the Condominium other than the Unit Owner die during the Director's term of office, the Director may serve the balance of the Director's term of office, if otherwise still qualified as a Unit Owner. 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 a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person. In the event the positions in the second class of directors, as defined above, cannot be filled by any person meeting the above qualifications, these Bylaws shall not prohibit the Association from nominating and electing any Owner who is deemed to be qualified and is willing to serve on the Board of Directors. The management agent shall be the sixth member of the Board and shall serve as an ex officio, non-voting member of the Board of Directors during the period of his or her employment by the Board; no other term limitation shall be applicable to the Administrator.

Section 4.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Georgia Condominium Act, the Declaration, the Articles of Incorporation and these Bylaws.

Section 4.03 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In addition to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- a. Maintenance, repair, renovation, restoration, replacement, care, upkeep and surveillance of the common elements, areas and facilities, and other portions of the Condominium to be maintained by the Association;
- b. Levy and collection of assessments levied by the Association in accordance with the annual budget as hereinafter set forth;
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the common elements and facilities;
- d. Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the common elements.

Section 4.04 Preparation of Annual Budget. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the condominium during the coming year, capital improvements, and a reasonable

reserve for operating funds, repairs, contingencies, capital expenditures, and other appropriate purposes. Any individual expense for an individual capital improvement included in the budget in excess of \$50,000.00 shall be voted upon by the membership as a separate item of the budget. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 4.05 Management. Subject to the provisions of the Georgia Condominium Act and the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensation, and duties as the Board may, in its sole discretion, authorize. No management agent shall be initially hired or terminated without the affirmative vote of at least four (4) members of the Board of Directors; provided, however, that the employment term of the management agent hired for a specific period of time may be extended by majority vote of the Board of Directors, and the management agent may be terminated for cause by the affirmative vote of at least three members of the Board of Directors. A management agent hired for a fixed period of time whose term of employment has not been extended by majority vote of the Board of Directors may be terminated by the affirmative vote of at least three members of the Board of Directors. Should the management agent not be an individual, the management agent shall designate, with the approval of the board of directors, an individual to serve as Administrator, which individual would also serve as the “management agent” designee on the board of directors.

Section 4.06 Election of Directors and Term of Office. At each annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in Section 4.07, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting for a term of two (2) years each. At each annual meeting one (1) non-resident Director and one (1) or two (2) Unit Owner Directors shall be elected. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

Section 4.07 Procedure for Election. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. In addition, within not more than thirty days and not less than ten days prior to the meeting of the nominating committee, members of the Association may submit names of candidates to serve as Director. Resumes and a statement from each candidate saying that he or she is able and willing to serve as a Director or Officer of the Association must accompany each recommendation. Election to the Board of Directors shall be by written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes appurtenant to their respective Condominium Units as provided in the Declaration; cumulative voting shall not apply. The procedure for the election of the Board of Directors shall be as follows: at the meeting

of the Association at which Directors are to be elected, nominations shall be accepted for not less than the number of positions to be filled on the Board; nominations shall be separately taken for the non-resident class of Directors; upon the closing of such nominations, each Owner entitled to vote shall cast the ballot with respect to his respective Condominium Unit by listing thereon the names of nominees only for the number of positions to be filled, together with the identifying number of such Condominium Unit; and the person receiving the greatest number of votes within each class of Directors shall be elected to fill the vacancies on the Board of Directors. In the event of a tie vote as to any one or more positions, one or more subsequent votes shall be taken in similar manner but only with respect to the position or positions to be filled and the nominees therefor who, on the preceding ballot received such tie vote. In the event that the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation.

Section 4.08 Removal or Resignation. At any regular or special membership meeting of the Association duly called, Any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Unit Owners in the Condominium, and a successor shall be elected at such meeting by the Unit Owners to fill the vacancy thus created. Any Director whose removal has been proposed by any Unit Owner or Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. 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. The sale of a Condominium Unit by a Director or termination of his interest in a Condominium Unit shall automatically terminate his directorship if the Director was elected to fill a seat required to be filled by a Unit Owner. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve for the unexpired term of the vacated position.

Section 4.09 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors except to the non-resident Directors. The non-resident Directors, which for purposes of this section shall not include the management agent, shall be compensated on such terms as may be approved by the three (3) Unit Owner members of the Board, but if they do not unanimously agree on the amount of compensation, then the current rate of compensation shall remain in effect.

Section 4.10 Organizational Meeting. The first and organizational meeting of each Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the meeting of the Unit Owners at which such Board of Directors or certain members of the Board of Directors have been elected.

Section 4.11 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, without notice other than such resolution. The Board of Directors shall keep minutes of its meetings and full account of its transactions.

Section 4.12 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors. Unless otherwise agreed by a majority of the Directors, the place of any such special meeting shall be at the Unit of the Chairman or such other location as designated by the Chairman.

Section 4.13 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 4.14 Entry of Notice. 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 conclusive and incontrovertible evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the Association.

Section 4.15 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

Section 4.16 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote at a time when more than two Directors are present, the President, or Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 4.17 Action Without Formal Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any Committee appointed by the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the Board of Directors or of such Committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or Committee. Such consent shall have the same force and effect as a unanimous vote by the Board of Directors or by such Committee, as may be applicable.

Section 4.18 Committees. There shall be such committees as the Board shall determine with the powers and duties that the Board shall authorize. Unless otherwise provided in the resolution creating the committee, the chairperson of each committee shall be a member of the Board.

Section 4.19 Limitation on Capital Reserve Expenditures. No expenditure may be made from the capital reserve funds of the Association without the affirmative vote of at least three (3)

members of the Board of Directors; nor shall such expenditure be authorized if more than one (1) member of the Board votes against the expenditure.

Section 4.20 Limitation on Borrowing Authority of the Board of Directors. Other than borrowing in connection with the debt owed by the Association in connection with the acquisition of the "Service Center" as referred to in the Deed to Secure Debt and Security Agreement from the Association to BCF Properties, Inc., recorded September 6, 1988, in Deed Book 11858, page 6, Fulton County, Georgia Records, or any extension or renewal thereof (the "Service Center Debt"), the Board shall not be authorized to borrow money in the Association's name during any one calendar year in an amount in excess of Fifty Thousand Dollars (\$50,000.00) until such borrowing has been approved either (a) by written approval of a majority of the Unit Owners or (b) by a vote of a majority of the Unit Owners present and voting, in person or by proxy, at a regular or special meeting of the Association, the notice for which set forth the proposed borrowing as an item to be voted upon. No approval of the Unit Owners shall be necessary in connection with any refinancing, restructuring, extension or modification of the Service Center Debt.

ARTICLE V

OFFICERS

Section 5.01 Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Each officer must be eligible to be a Director as established in Section 4.01 of these Bylaws.

Section 5.02 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one (1) or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors. Any person may hold two (2) or more offices, except that no person may hold the office of President and Secretary simultaneously.

Section 5.03 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Unit Owners. This shall not impair the authority of the board to compensate non-resident Directors as otherwise set forth in these Bylaws.

Section 5.04 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served

thereby. The sale of his Condominium Unit by an officer or a termination of his interest in a Condominium Unit, or the removal or resignation from the Board of an officer elected to the Board as a non-resident Director, shall automatically terminate his term as an officer.

Section 5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.06 President. The President shall be a Director and shall be Chairman of the Board of Directors. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, 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 Bylaws or by 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 5.07 Vice-Presidents. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice-President (or in the event there be more than one (1) Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, in the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as shall from time to time be assigned to him by the Board of Directors.

Section 5.08 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration, the provisions of these Bylaws, or as required by law; (c) be custodian of the Association records; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.09 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time, selected by the Board of Directors; (b) authorize vouchers and sign checks for all monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI

FISCAL MATTERS AND BOOKS AND RECORDS

Section 6.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association from the common expense fund.

Section 6.02 Books and Records Kept by Association. The Association shall keep detailed, complete and accurate financial records, including itemized records of all receipts and disbursements, shall keep detailed minutes of the proceedings of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors, of all members of the Association and of the holders of all mortgages on the Condominium Units, which shall be furnished by each Owner pursuant to Section 6.10 of these Bylaws.

Section 6.03 Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney for any proper purpose. True and correct copies of the Articles of Incorporation of the Association, these Bylaws, the Declaration, all rules and regulations of the Association and all condominium instruments, with all amendments thereto, shall be maintained at the principal and the registered offices of the Association, and copies thereof shall be furnished to any Unit Owner on request on payment of a reasonable charge therefor.

Section 6.04 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific instances.

Section 6.05 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice-President of the Association.

Section 6.06 Deposits. All funds of the Association shall be deposited daily or in such other appropriate timely manner to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6.07 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 6.08 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 6.09 Annual Statements. Not later than four months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board of Directors shall prepare or cause to be prepared (a) a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and (b) an income and expense statement showing the results of its operations during its fiscal year. Upon receipt of written request, the Treasurer promptly shall mail to any members copies of the most recent such balance sheet and income and expense statement.

Section 6.10 Notices. A Unit Owner who mortgages his Condominium Unit, or executes and delivers, or assumes or purchases his Condominium Unit subject to any mortgage which shall be or become a lien on his Condominium Unit, shall notify the Secretary of the Association of the name and address of the holder of any such mortgage. The Association shall furnish such information as any such mortgagee may request respecting defaults of the Unit Owner under the Act, the Declaration, or the Bylaws, taxes, or other information concerning such Condominium Unit or as may be provided by the Declaration. Each Unit Owner shall be obligated to furnish to the Secretary of the Association, the address, if other than the Owner's Unit, to which any notice or demand to the Owner under the Declaration, these Bylaws or the Act is to be given, and if no address other than such Unit shall have been designated, all such notices and demands shall be mailed or delivered to such Unit.

ARTICLE VII

INSURANCE

Section 7.01 Types of Coverage. The Association shall maintain in effect at all times as a common expense the types of insurance coverage required by the Act (O.C.G.A. §44-3-107), any workmen's compensation or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate.

Section 7.02 Casualty Insurance. The casualty insurance policy affording fire and extended coverage insurance as required by the Act shall be written in the name of the Association as trustee for the benefit of the Unit Owners, their respective mortgagees, and any other persons having an interest in the Condominium Unit, as their interests may appear. The Board shall review or cause

to be reviewed at least every two (2) years the amount of insurance in effect, taking into account the value and replacement cost of the improvements, and the Board may engage appraisers, cost estimators or others it deems appropriate in connection therewith. The policy shall insure the entire structure, including both common elements and units, but it shall not include any improvements or betterments made by a unit owner or any personal property or fixtures of a Unit Owner. Each Unit Owner shall have the right to obtain his own separate insurance at his own expense for improvements, betterments, fixtures and personal property.

Section 7.03 Policy Provisions. The Board shall consider and endeavor to obtain casualty insurance on the following terms and conditions if the Board considers them advisable:

(a) The insurer shall waive its right of subrogation against the Association, the Board of Directors, any directors or officers of the Association, any managing agent or other agent or employees of the Association, all Unit Owners, and all other persons entitled to occupying the Unit or other portions of the Condominium.

(b) The policy shall not be canceled, invalidated, or suspended on account of the conduct of any person listed in item (a) above without a prior demand in writing delivered to the Association to cure the defect and the allowance of reasonable time thereafter within which to cure such defect.

(c) Any "no other insurance" provision in the policy shall expressly exclude the individual owners' policies from its operation.

(d) The policy shall include a mortgagee's clause for the benefit of all mortgagees of condominium units.

(e) The policy shall not be canceled or materially altered with respect to any mortgagee for the nonpayment of premium or otherwise until the mortgagee has given thirty (30) days prior written notice of such cancellation or material alteration.

(f) The policy shall include a waiver of any co-insurance provisions.

(g) The policy shall include an agreed value endorsement.

(h) The policy shall include a waiver of the insurer's right to repair or reconstruct instead of paying cash.

(i) The policy shall include a deductible amount per occurrence not in excess of \$1,000.

(j) The insurer shall provide appropriate certificates to each Unit Owner and each mortgagee, together with duplicate originals of the policies and proof of payment of the premiums.

(k) The insurer shall be financially sound and responsible and qualified to do business in the State of Georgia.

Section 7.04 Repair and Restoration. In the event of any damage to or destruction of the Condominium, the decision to repair or restore shall be made as provided in the condominium instruments and the Act (O.C.G.A. §44-3-94). If the decision is made not to repair or restore the damage or destruction, then the Association shall cause the damaged or destroyed area to be restored to a clean, safe and attractive condition, to the extent that such use of insurance proceeds is not deemed by a first mortgagee of any Unit a priority over any rights granted in its mortgage, and the balance of the insurance proceeds, after deducting the cost of collection thereof and the cost of restoring the area, shall be allocated among and distributed for the benefit of the appropriate Unit Owners and to their mortgagees, if any. If the decision is made to repair or restore the damage or destruction, the same shall be done promptly by the Association in a business-like manner in accordance with appropriate procedures for the construction of and payment for the improvements. If the cost of repairing or restoring any damage exceeds the insurance proceeds available for such purposes, then, notwithstanding the provisions of the Act to the contrary, any excess funds required shall be a common expense shared by all the Unit Owners rather than an individual expense to be borne entirely by the Owner of the Unit which was damaged or destroyed. The Board may engage a bank, trust company or other institution of appropriate financial standing to act as an insurance trustee to receive, hold and disburse insurance proceeds pursuant thereto.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Parliamentary Rules. Unless waived by majority vote of the Unit Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Roberts' Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these Bylaws.

Section 8.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

Section 8.03 Amendment. The Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution adopting a proposed amendment proposed by the Board of Directors or proposed by a petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Such resolution must be approved by members to which at least two-thirds (2/3rds) of the votes which members present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify or rescind any right or privilege herein expressly granted to the holder of any mortgage affecting any Condominium Unit shall require the prior written approval of such holder.

Section 8.04 Indemnification. Each Director and officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he is or was a Director or officer of the Association, shall be indemnified by the Association against those expenses and costs which are allowed by the laws of the State of Georgia and which are actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein. To the extent obtainable, the Association shall maintain insurance on behalf of Directors and officers of the Association against all liabilities asserted against and incurred by any such person in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such Directors and officers against such liabilities under the laws of the State of Georgia.

Section 8.05 Agreements. Subject to the provisions of the Declaration and the Georgia Condominium Act, 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. In furtherance of the foregoing and not in limitation thereof, a professional management agent shall be employed for the administration and operation of the Condominium. Any management agreement for the Condominium shall be terminable without payment of any termination fee by the Association or the management agent with cause upon not more than thirty (30) days' written notice and without cause upon not more than ninety (90) days' written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. During the term of such management agreement, the management agent may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers and duties specifically and exclusively reserved to the Directors, officers or members of the Association by the Act, the Declaration or these Bylaws. The management agent shall be bonded in such amount as the Board of Directors may require. All expenses incident to the employment of a management agent, including the cost of acquiring any such bond, shall be common expenses payable from the common expense fund.

Section 8.06 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, which shall remain in full force and effect.

Section 8.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.08 Headings and Captions. The articles and section headings and captions are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or in any way affect the provisions hereof.