

**EXHIBIT "D"**

**BY-LAWS**

**OF**

**WOODSTOCK DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**

# - TABLE OF CONTENTS -

	Page
ARTICLE 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS .....	1
1.1 Name.....	1
1.2 Principal Office.....	1
1.3 Definitions.....	1
ARTICLE 2. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES .....	1
2.1 Membership.....	1
2.2 Place of Meetings.....	1
2.3 Annual Meetings.....	1
2.4 Special Meetings.....	1
2.5 Notice of Meetings.....	1
2.6 Waiver of Notice.....	2
2.7 Adjournment of Meetings.....	2
2.8 Voting.....	2
2.9 List for Voting.....	2
2.10 Proxies.....	2
2.11 Quorum.....	2
2.12 Conduct of Meetings.....	3
2.13 Action Without a Meeting.....	3
ARTICLE 3. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS .....	3
3.1 Governing Body; Composition.....	3
3.2 Number of Directors.....	3
3.3 Directors During Class "B" Membership.....	3
3.4 Nomination and Election Procedures.....	3
3.5 Election and Term of Office.....	4
3.6 Removal of Directors and Vacancies.....	4
3.7 Organizational Meetings.....	5
3.8 Regular Meetings.....	5
3.9 Special Meetings.....	5
3.10 Notice.....	5
3.11 Waiver of Notice.....	5
3.12 Participation in Meetings.....	5
3.13 Quorum of Board of Directors.....	5
3.14 Compensation.....	6
3.15 Conduct of Meetings.....	6
3.16 Open Meetings.....	6
3.17 Action Without a Formal Meeting.....	6
3.18 Powers.....	6
3.19 Duties.....	6

3.20	Management.....	7
3.21	Accounts and Reports.....	8
3.22	Borrowing.....	8
3.23	Right to Contract.....	8
3.24	Enforcement.....	8
ARTICLE 4. OFFICERS.....		9
4.1	Officers.....	9
4.2	Election and Term of Office.....	9
4.3	Removal and Vacancies.....	9
4.4	Powers and Duties.....	9
4.5	Resignation.....	10
4.6	Execution of Instruments.....	10
4.7	Compensation.....	10
ARTICLE 5. COMMITTEES.....		10
5.1	General.....	10
5.2	Covenants Committee.....	10
5.3	Neighborhood Committees.....	10
ARTICLE 6. MISCELLANEOUS.....		11
6.1	Fiscal Year.....	11
6.2	Parliamentary Rules.....	11
6.3	Conflicts.....	11
6.4	Books and Records.....	11
6.5	Notices.....	11
6.6	Amendment.....	12

**BY-LAWS**  
**OF**  
**WOODSTOCK DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**

**ARTICLE 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1 Name. The name of the corporation is Woodstock Downtown Residential Association, Inc. (the "Association").

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

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Woodstock Downtown Residential filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

**ARTICLE 2. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

2.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference. The Declarant may establish additional classes of membership as set forth in the Declaration.

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

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

2.4 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Members representing at least twenty percent (20%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.5 Notice of Meetings. ~~Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.~~

POAA Amendment 10.26.2021

21 Days for Annual Meeting and 7 days for Special Meeting

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

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

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

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

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

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

2.11 Quorum. The presence, in person or by proxy, of Members representing twenty percent (20%) of the total Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

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

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote on such matter. Such consents shall be signed within sixty (60) Days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Georgia, filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

### **ARTICLE 3. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

#### **A. Composition and Selection.**

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

3.2 Number of Directors. The Board shall consist of three (3) to five (5) directors, in an odd number, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) directors appointed by the Class "B" Member as provided in Section 3.3 and shall be increased as provided in Section 3.5. After the expiration of the Class "B" Membership, the Board may, by resolution, increase or decrease the number of directors.

3.3 Directors During Class "B" Membership. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member for so long as the Class "B" membership exists. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1.

#### **3.4 Nomination and Election Procedures.**

(a) Nomination of Directors. The Board may establish a nominating committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee shall be appointed by the Board not less than thirty (30) Days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at the election. A nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event

less than the number of positions to be filled as provided in Section 3.5 below. In making its nominations, a nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at a meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

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

3.5 Election and Term of Office. Notwithstanding any other provision of these By-Laws, at the first Association meeting occurring after termination of the Class "B" membership, the Board shall be increased to five (5) directors and an election shall be held. Four (4) directors shall be elected by the Members. Two (2) directors shall serve a term of two (2) years, and two (2) directors shall serve a term of one (1) year, as such directors determine among themselves.

Until termination of the Development Period, the Declarant shall be entitled to appoint, remove and replace one (1) director. Upon termination of the Development Period, the director appointed by the Declarant shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

Upon the expiration of the term of office of each director elected by the Members, the Members entitled to elect such director shall elect a successor to serve a term of two (2) years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Members holding two-thirds (2/3) of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Lot that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to

appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

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

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

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

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

3.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

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

3.13 Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors



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

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

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

3.16 Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons to discuss matters of a sensitive nature, such as, among other things, pending or threatened litigation or personnel matters.

3.17 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

#### C. Powers and Duties.

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

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

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

(b) levying and collecting such assessments from the Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

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

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

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

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

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

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines; provided however, upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

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

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

3.24 Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received,

the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee, as the case may be, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee, as the case may be, may impose a sanction without further notice to the violator. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

#### **ARTICLE 4. OFFICERS**

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

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

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

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

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

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

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

## ARTICLE 5. COMMITTEES

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

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint a covenants committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these By-Laws.

5.3 Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board or the Association. Such Neighborhood Committees, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least a Majority of the Owners of Lots within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.10, 3.11, 3.12, and 3.13. Meetings of a Neighborhood Committee shall be open to all Owners of Lots in the Neighborhood and their representatives; provided however, a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

## MISCELLANEOUS

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

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

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

### 5.7 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

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

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

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

5.8 Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

#### 5.9 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et seq.* (1994) and conforming these By-Laws to any mandatory provisions thereof; (ii) to correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members; and (iii) for the purpose of bringing any provision contained herein into compliance with the Fair Housing Amendments Act of 1988, as more fully set forth in Section 14.4 of the Declaration. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

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

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

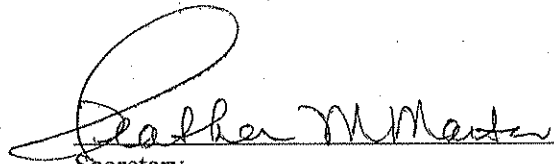
# **CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Woodstock Downtown Residential Association, Inc., a Georgia nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1 day of June, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1 day of June, 2005.

  
Secretary [SEAL]



Upon recording, please return to:

M. Maxine Hicks, Esq.  
EPSTEIN BECKER & GREEN, P.C.  
Suite 2700, Resurgens Plaza  
945 East Paces Ferry Road  
Atlanta, Georgia 30326

Cross Reference:

Declaration of Covenants, Conditions and Restrictions  
for Woodstock Downtown Residential recorded 6-16-05  
in Deed Book 7986 Page 125, *et seq.*, in the Office  
of the Clerk of the Superior Court of Cherokee County,  
Georgia

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WOODSTOCK DOWNTOWN RESIDENTIAL**

THIS SUPPLEMENTAL DECLARATION is made this 1<sup>st</sup> day of June, 2005, by  
WOODSTOCK DEVELOPMENT, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Woodstock  
Downtown Residential was filed and recorded on 6-16-05, in Deed Book 7986, Page 125  
*et seq.*, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Declaration");

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit  
certain additional property described on Exhibit "B" of the Declaration to the terms of the Declaration;

WHEREAS, pursuant to the terms of Section 7.4 of the Declaration, the Declarant may  
unilaterally subject any portion of the Properties to additional covenants, including covenants obligating  
the Association to maintain and insure such property on behalf of the Owners and obligating such Owners  
to pay the costs incurred by the Association through Neighborhood or Specific Assessments;

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto  
(the "Additional Property");

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the  
Declaration;

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the  
Declaration and to the additional covenants and easements contained in this Supplemental Declaration;  
and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration,  
Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the  
Declaration and this Supplemental Declaration, which shall apply to such Additional Property in addition  
to the provisions of the Declaration. Such Additional Property shall be sold, transferred, used, conveyed,  
occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental

Declaration and the Declaration, both of which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title or any interest in such Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon Woodstock Downtown Residential Association, Inc. in accordance with the terms of the Declaration.

## **ARTICLE 1**

### **Definitions**

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

## **ARTICLE 2**

### **Neighborhood Designation**

The Additional Property described on Exhibit "A" shall be designated as a Neighborhood which shall be known as the "Woodstock Downtown Residential Townhomes" Neighborhood.

## **ARTICLE 3**

### **Maintenance**

3.1 Association Maintenance. In addition to the maintenance responsibilities set forth in Section 5.1 of the Declaration, the Association shall be responsible for the following within the Woodstock Downtown Residential Townhomes Neighborhood:

(a) repair and/or replacement of the roofs of any dwelling located on the Additional Property (including shingles and roof decking, but not any roof top terrace);

(b) operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks located on the Additional Property;

(c) maintenance, repair and replacement of the exterior walls of all buildings and other structures, painting of all exterior painted portions of any building, including garage doors, exterior trim and doors, shutters, cornices, gutters and any fence/wall erected as part of the original construction on the Additional Property, excluded from maintenance provided by the HOA and remain the responsibility of the homeowners is the following:

(1.) Garage door operators and remote controls.

(2.) Locks and handle sets on the exterior doors.

(3.) Exterior light fixtures and bulbs.

(d) termite treatment of all exterior walls and foundations of the buildings; provided that the Association shall not be liable if such treatment proves to be ineffective; and

(e) maintenance, repair and replacement, as necessary, of all sidewalks located within the Additional Property.

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any dwelling or garage or any landscaping, improvements or

modifications added or made to any portion of the Additional Property by any Owner after the conveyance of the Lot by Declarant. The Association shall also not be responsible for water intrusion or any water related damage into any dwelling, garage or other structure.

Costs incurred by the Association for the maintenance, repairs and/or replacement set forth in this Section 3.1 for the benefit of the Woodstock Downtown Residential Townhomes Neighborhood, including the cost of any reserves and insurance, shall be allocated to all Owners of the Lots located within the Woodstock Downtown Residential Townhomes Neighborhood as a Neighborhood Assessment pursuant to Article 8 of the Declaration.

3.2 Owner Maintenance. All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, the following:

(a) maintenance, repair and replacement of any glass surfaces, any screening, anything contained within any dwelling or garage or any landscaping improvements or modifications added or made by any Owner;

(b) maintenance, repair and replacement of any damaged garage door and exterior door hardware, including any garage door openers; and

(c) maintenance, repair and replacement, as necessary, of all pipes, lines, wires, conduits or other apparatus located within a Lot.

Each Owner shall also be responsible for maintenance, repair and replacement of any driveway serving the Lot.

3.3 Architectural Controls. Notwithstanding anything to the contrary contained in this Supplemental Declaration or in the Declaration, no Owner shall make any exterior improvements or modifications, including, but not limited to changing paint color, to any building located on the Additional Property without ARB approval.

#### ARTICLE 4

##### Insurance; Damage and Destruction

4.1 Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. The Owners shall be responsible for maintaining such property insurance, notwithstanding the inclusion of certain portions of the Lots within the Area of Common Responsibility. In addition, the Association shall not be responsible for providing commercial general liability insurance as required in Section 6.1(a)(ii) of the Declaration on any Lot or portion thereof, notwithstanding the inclusion of certain portions of the Lots within the Area of Common Responsibility.

Upon request by the Board, an Owner shall furnish a copy of such insurance policy or policies to the Association within thirty (30) days from the date of such request. In the event that any such Owner fails to obtain insurance or fails to provide the Association with a copy of such policy or policies as required by this Section, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Section 8.6 of the Declaration.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct such damaged or destroyed structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9 of the Declaration. The Owner shall pay any costs which are not covered by insurance proceeds.

4.2 Damage and Destruction. Notwithstanding anything to the contrary contained in Article 6 of the Declaration, in the event of any casualty loss to any portion of the Properties which is insured by the Owner(s) thereof pursuant to Section 4.1 of this Supplemental Declaration and which is to be maintained by the Association hereunder, the Association's maintenance responsibility shall be limited to maintaining such portions of the Properties in accordance with the Community-Wide Standard, but shall not require the Association to repair or restore those portions of the Properties (which are insured by the Owner(s) thereof) that are damaged or destroyed to substantially the condition in which they existed prior to the damage or destruction.

### ARTICLE 5 Amendment to Supplemental Declaration

5.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 14.2(a) of Declaration.

5.2 By Members. In addition to the requirements of Section 14.2(c) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots within the Woodstock Downtown Residential Townhomes Neighborhood.

### ARTICLE 6 Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered this 1<sup>st</sup>  
day of June, 2005, in the presence of:

Kathy Sur  
Witness

Heather M. Martin  
Notary Public

My Commission Expires: 08/23/07

[NOTARY SEAL]



DECLARANT:

WOODSTOCK DEVELOPMENT, LLC,  
a Georgia limited liability company

By: Hedgewood Development, LLC,  
a Georgia limited liability company,  
its Manager

By: [Signature] [SEAL]

Name: James W. Donnelly, Jr.

Title: Manager

**EXHIBIT "A"**

**Additional Property**

ALL THOSE TRACTS or parcels of land lying and being in Land Lots 1067 and 1068 of the 15<sup>th</sup> District, 2<sup>nd</sup> Section, City of Woodstock, Cherokee County, Georgia, being Lots T-1 through and including T-31 and Lots T-36 through and including T-75, all as depicted on that certain Final Plat of Woodstock Downtown – Phase 1, prepared by Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775, for Jordan Jones & Goulding, dated January 11, 2005 and recorded January 18, 2005 in Plat Book 83, Pages 25 through 34, Cherokee County, Georgia Records, which plat is incorporated herein by reference thereto.

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER: 0549417  
EFFECTIVE DATE: 07/21/2005  
JURISDICTION : GEORGIA  
REFERENCE : 0024  
PRINT DATE : 07/21/2005  
FORM NUMBER : 311

EPSTEIN BECKER & GREEN, PC  
CONSTANCE P. HAYWOOD  
945 E. PACES FERRY RD, STE 2700  
ATLANTA, GA 30326

**CERTIFICATE OF INCORPORATION**

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**WOODSTOCK DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**  
**A DOMESTIC NONPROFIT CORPORATION**

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox  
Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**WOODSTOCK DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**  
**(A Georgia Nonprofit Corporation)**

**Article 1. Name.** The name of the corporation is Woodstock Downtown Residential Association, Inc. ("Association").

**Article 2. Nonprofit Corporation.** The Association is formed as a nonstock, nonprofit corporation under the provisions of the Georgia Nonprofit Corporation Code.

**Article 3. Principal Office.** The initial principal office of the Association is located in Forsyth County, Georgia, at the following address:

5920 Odell Street, Suite 300  
Cumming, Georgia 30040

**Article 4. Duration.** The Association shall have perpetual duration.

**Article 5. Definitions.** All capitalized terms which are not defined herein shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Woodstock Downtown Residential recorded, or to be recorded, in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

**Article 6. Purposes.** The Association is formed for the purposes of:

- (a) being and constituting the Association to which the Declaration refers, performing all obligations and duties of the Association, and exercising all rights and powers of the Association, as specified in the Declaration and the By-Laws, and as provided by Georgia law; and
- (b) providing an entity for the furtherance of the interests of the Owners.

**Article 7. Powers.** The Association shall have the following powers, which, unless otherwise indicated by the Governing Documents, may be exercised by the Board:

- (a) all of the common law and statutory powers conferred upon nonprofit corporations under Georgia law; and
- (b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set forth in these Articles, the By-Laws, or the Declaration, including, without limitation, the power:
  - (i) to establish, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the Lots;
  - (ii) to manage, control, operate, maintain, repair, and improve the Properties and any other property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all Owners;

(v) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements, and otherwise deal in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or By-Laws;

(vi) to borrow money for any purpose, subject to such limitations as may be set forth in the Declaration or By-Laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and

(ix) to provide any and all services to the Properties as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

(c) The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members and shall make no distributions of income to its Members, directors, or officers.

#### **Article 8. Members.**

(a) The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Lot shall be a Member of the Association and shall be entitled to vote in accordance with the terms of the Declaration and the By-Laws. Membership is appurtenant to, and inseparable from, ownership of a Lot.

The Association shall have two (2) classes of membership, Class "A" and Class "B". The Class "A" Members shall be all Owners, except the Class "B" Member, if any. The Class "B" Member shall be the Declarant. The Class "B" Member's rights are specified in the Declaration and By-Laws. The Declarant may establish additional classes of membership as set forth in the Declaration. The manner of exercising voting rights shall be as set forth in the Declaration and in the By-Laws of the Association.

(b) Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated.



(c) The share of a Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Lot.

**Article 9. Board of Directors.** The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors, the number, qualification, method of election, term of office, removal and filling of vacancies of which shall be set forth in the By-Laws. The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

**Article 10. Liability of Directors, Officers and Committee Members.** To the fullest extent that Georgia law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, ARB members and committee members, no director or officer of the Association or ARB member or committee member shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director, officer or ARB or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the Association or ARB member or committee member for or with respect to any acts or omissions of such director, officer, or ARB member or committee member occurring prior to such amendment or repeal. The Association shall indemnify any director, former director, officer, former officer, ARB member or former ARB member, committee member or former committee member against liability to the fullest extent permitted under Georgia law.

**Article 11. Dissolution.** The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Members holding at least two-thirds (2/3) of the Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant. In the event of dissolution, liquidation or winding up of the Association, subject to the Declaration, the Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Association shall be divided among and distributed to the Members thereof in accordance with their respective rights therein or shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

**Article 12. Merger and Consolidation.** The Association may merge or consolidate only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Members holding and representing at least two-thirds (2/3) of the Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant.

**Article 13. By-Laws.** The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws. The quorum requirements for meetings of Members and directors shall be set forth in the Declaration and By-Laws.

**Article 14. Amendments.** The Board may amend these Articles without Member approval (a) for those specific purposes permitted under Georgia law; (b) for the purpose of bringing any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (c) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (d) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the U.S. Department of Veterans Affairs, the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; (e) to satisfy the requirements of any local, state or federal agency; or (f) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* (1994) and conforming these Articles to any

mandatory provisions thereof. Such amendments may be adopted by the Board of Directors, with the written consent of the Declarant during the Development Period. Other amendments to the Articles may be adopted by the Board of Directors with the approval of Members holding at least two-thirds (2/3) of the Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant; provided, no amendment may be in conflict with the Declaration. No amendment shall be effective to impair or dilute any rights of Members that are governed by the Declaration.

**Article 15. Incorporator.** The name and address of the incorporator of the Association are as follows:

Constance P. Haywood  
Epstein Becker & Green, P.C.  
Resurgens Plaza, Suite 2700  
945 East Paces Ferry Road  
Atlanta, Georgia 30326

**Article 16. Registered Agent and Address.** The Association hereby appoints M. Maxine Hicks, whose address in Fulton County, Georgia is Resurgens Plaza, Suite 2700, 945 East Paces Ferry Road, Atlanta, Georgia 30326, as its lawful statutory agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon this corporation. The Board may, at any time, appoint another agent for such purpose and the filling of such appointment shall revoke this or any other previous appointment of such agent.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, this 21<sup>st</sup> day of July, 2005.

  
Constance P. Haywood, Incorporator

Epstein, Becker & Green, P.C.  
Resurgens Plaza, Suite 2700  
945 East Paces Ferry Road  
Atlanta, Georgia 30326  
(404) 923-9000

SECRETARY OF STATE  
2005 JUL 21 P 3:12  
CORPORATIONS DIVISION