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Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
Attn: George E. Nowack, Jr.

STATE OF GEORGIA
COUNTY OF JASPER

Reference: Deed Book 17
Page 95

AMENDED AND RESTATED BYLAWS
OF
TURTLE COVE PROPERTY ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

Attorneys

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500
www.wncwlaw.com

- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	
1. Applicability.....	1
2. Name	1
3. Common Properties	1
4. Lot	1
5. Membership	1
6. Owner	1
7. Properties	1
8. Entity Members	1
9. Voting	1
10. Majority	2
11. Purpose	2
12. Electronic Documents and Signatures	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings.....	2
2. Special Meetings.....	2
3. Notice of Meetings	3
4. Waiver of Notice	3
5. Quorum	3
6. Adjournment.....	3
7. Proxy	3
8. Action Taken Without a Meeting.....	3
9. Order of Business.....	4
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection.</u>	
1. Composition.....	4
2. Term of Office.....	4
3. Removal of Members of the Board of Directors	4
4. Vacancies	4
5. Compensation	4
6. Director Conflicts of Interest	4
7. Nomination	5
8. Ballots	5
9. Post Election Procedures.....	6
B. <u>Meetings.</u>	
10. Regular Meetings.....	6
11. Special Meetings.....	6
12. Workshops.....	6

Table of Contents (Continued)

Page

13. Waiver of Notice 6
14. Conduct of Meetings 6
15. Open Meetings 6
16. Action Without a Meeting 6

C. Powers and Duties.

17. Powers and Duties 7
18. Management Agent 8
19. Borrowing 8
20. Liability and Indemnification of Officers and Directors 8

D. Committees.

21. Standing Committees 8
22. Architectural Control Committee 8
23. Board Ad Hoc Committee 9
24. Other Committees 9
25. Subcommittees 9
26. Service on Committees 9

IV. OFFICERS

1. Designation 9
2. Election of Officers 9
3. Removal of Officers 9
4. Vacancies 9
5. President 9
6. Vice President 9
7. Secretary 9
8. Treasurer 9
9. General Manager 10
10. Other Officers 10
11. Agreements, Contracts, Deeds, Leases, Etc. 10

V. RULE MAKING AND ENFORCEMENT

1. Authority and Enforcement 10
2. Filing and Suspension Procedure 10
3. Additional Enforcement Rights 11

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COUNTY OF JASPER

AMENDED AND RESTATED BY-LAWS OF THE
TURTLE COVE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Turtle Cove Property Owners Association, Inc. was incorporated on August 6, 1971; and

WHEREAS, By-Laws of the Turtle Cove Property Owners Association, Inc. were adopted at the time of the incorporation; and

WHEREAS, Article XIII of the By-Laws vest in the Board of Directors the authority to alter, amend, or repeal the By-Laws and adopt new By-Laws by a simple majority of the Board of Directors voting at a meeting at which a quorum is present; and

WHEREAS, a majority of the members of the Board of Directors voted to repeal the existing By-Laws and adopt new By-Laws;

NOW, THEREFORE, the By-Laws of the Turtle Cove Property Owners Association are repealed in their entirety and replaced with the following Amended and Restated By-Laws of the Turtle Cove Property Owners Association, Inc.

AMENDED AND RESTATED BY-LAWS

OF

TURTLE COVE PROPERTY OWNERS ASSOCIATION, INC.

Article I.
General

Section 1. Applicability. These Bylaws provide for the self-government of Turtle Cove Property Owners Association, Inc., in accordance with the Georgia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants, Conditions and Restrictions for Turtle Cove, recorded in the Jasper County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Turtle Cove Property Owners Association, Inc., ("Association").

Section 3. Common Properties shall mean and refer to that land shown upon any recorded plat of the "Properties" that are not Lots and are intended to be devoted to the common use and enjoyment of the Owners.

Section 4. Lot shall mean and refer to any numbered Lot shown upon any recorded final plat of the Properties.

Section 5. Membership. An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of ownership (Member). As may be more fully provided below, a spouse or domestic partner of a member may exercise the powers and privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 6. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee or individual fee interest in any Lot situated upon the Properties, but shall not include any person or entity who holds such interest merely as security for the performance of an obligation.

Section 7. Properties shall mean and refer to that certain property comprising the Turtle Cove of Jasper County, Georgia and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The "Properties" are sometimes herein referred to as "Turtle Cove".

Section 8. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be eligible to represent such entity in the affairs of the Association. The person(s) entitled to cast votes should be designated in a certificate signed and filed with the Association. The person(s) designated to vote in the certificate shall be known as the "Voting Member". Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 9. Voting. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse or Voting Member, or by a lawful proxy as provided below. When more than one (1)

Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 11. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 12. Electronic Documents and Signatures.

(a) Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document. "Electronic Document" means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

(b) Signatures. Whenever these Bylaws require a signature, an electronic signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument which, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Article II.

Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held on the Saturday following the second Tuesday in June of each year at the hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five (25%) percent of the Lot Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Lots of record or to the Lots a notice of each annual or special meeting of the Association at least fourteen (14) days prior to but no more than forty-five (45) days before each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Lot, the Owner shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast twenty-five percent (25%) of the eligible vote of the Association shall constitute a quorum. If the required quorum is not present, persons representing a majority of the votes represented at the meeting may adjourn such meeting for up to ninety (90) days to a designated date. At the reconvened meeting, the requirement shall be one-half (1/2) of the eligible votes present, either in person or by proxy, to constitute a quorum at the reconvened meeting. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Other than a meeting that cannot be convened due to a lack of a quorum, any meeting of the Owners may be adjourned for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a ballot or consent form to every member entitled to vote on the matter. The Board may deliver ballots and consent

forms by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

(a) Ballot. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by ballot shall: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) specify the time by which a ballot must be received by the corporation in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

Article III.

Board of Directors

A. Composition and Selection

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons. The directors shall be Owners of Lots or spouses of such Owners or Voting Members designated in a certificate filed with the Property Owners Association; provided, however, no Owner and his or her spouse or co-Owner or more than one Voting Member from the same entity may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws, as recorded in the Jasper County, Georgia land records, shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of the Members, as provided in Section 8. Those persons receiving the most votes shall be elected to the number of positions to be filled. All successor directors shall be elected for three (3) year terms and shall hold office until their successors are elected.

Section 3. Removal of Members of the Board of Directors. At any regular or special Association meeting, duly called, any one or more Board members may be removed with or without cause by a Majority of the Association Members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than thirty (30) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting. For the purpose of this Section, no Owner may vote more than his or her own vote and the vote of four (4) proxies; however, Board members may vote any number of proxies.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the Members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by another director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors and shall consist of at least one (1) member of the Board of Directors and at least two (2) other members of the association who are not Board members, at least sixty (60) days after the annual meeting to serve until the next annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. No member shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. The Nominee may not be related to current or proposed Board Members by blood or marriage relationship or business relationships. In addition, any member in good standing, desiring to be a candidate for a vacancy on the Board of Directors to be filled at the annual election may cause his/her name to appear on the ballot by presenting to the Board of Directors a Petition of Nomination recommending his/her nomination and signed by at least twenty-five (25) eligible voters. Said Petition shall be presented to the Board of Directors by a date specified to allow for time to include such name(s) to be included on the ballot.

Section 8. Ballots.

(a) Preparation and Distribution

Votes will be cast by secret written ballot. Ballots will describe the voting procedure in detail and list (i) the vacancies to be filled; (ii) the names of those candidates submitted by the Nominating Committee; (iii) the names of those nominated by petition; and (iv) enough blank lines for a write in vote for each vacancy. The Secretary is responsible for the preparation and mailing of the ballots to each member at least fourteen (14) days in advance of the date set for their return. Each member will be sent as many ballots as they have votes.

(b) Return Procedures

Ballots shall be returned to the Secretary at the address stated in the ballot transmittal. The final return time and date will be 5:00 p.m. the day prior to the annual meeting unless otherwise directed by the Board. Each ballot shall be placed in the "ballot" envelope provided and sealed with no identifying marks on the envelope. Only one ballot shall be placed in each "ballot" envelope; the inclusion of more than one ballot in any one ballot envelope will disqualify the return. The ballot envelope(s) shall be placed in another sealed envelope with shall bear on its face the name and signature of the member, the number of ballots contained there-in and any other information that the Board may deem necessary to insure the eligibility of the voter. The Secretary shall cause the returned ballots to be placed in a separate secure container immediately upon receipt. The Secretary will also insure that all votes cast are from property owners authorized to vote by comparing the information on the external envelopes to a current list of owners in good standing. This will be accomplished prior to beginning the vote count.

(c) Counting Votes

The Secretary shall submit to the Board of Directors for approval an Election Committee, consisting of not less than eight (8) members to count the votes. At least one half of the committee members must not have served on that committee in the past two years. On the day prior to the annual meeting, the committee will meet and receive the unopened external envelopes containing the "ballot" envelopes from the Secretary. The committee will then proceed as follows:

- (i) Verify that the external envelope is signed by the member

- (ii) Open the external envelopes and verify that the number of "ballot" envelopes contained there in does not exceed the number of votes authorized to the member identified on the external envelope
- (iii) Collect and secure the empty external envelopes in a separate location prior to opening the ballot envelopes
- (iv) Open the "ballot" envelopes and record the votes. Any "ballot envelope" containing more than one ballot will be disqualified and not counted; any such ballots will be so noted and returned to the Secretary
- (v) Verify the members by counting the votes at least twice
- (vi) Provide the results to the Secretary

THESE PROCEDURES ARE DESIGNED TO INSURE THAT THE VOTE OF ANY MEMBER WILL NOT BE KNOWN BY ANY ONE INVOLVED IN THE ELECTION AND COUNTING PROCESS.

Section 9. Post-election Procedures.

Results of the election will be officially announced at the annual meeting. The ballots and external envelopes will be retained for thirty (30) days. If the results are not contested during that thirty (30) day period, they will be destroyed.

B. Meetings.

Section 10. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The Board of Directors may establish and publish a list of scheduled meetings to be held as such time and place as the Board may designate. The list shall serve as notice to each Director of such meetings and no further notification of Directors shall be required unless such meetings are changed, in which case Directors shall be personally notified at least five (5) days prior to the date of the rescheduled meeting. The newly elected Board shall meet within ten (10) business days after each annual Association meeting for the purpose of electing officers.

Section 11. Special Meetings. Special Board meetings may be called by the President on two (2) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 12. Workshops. The Board of Directors may hold closed workshops to study and discuss any matter related to its prescribed duties. There shall be no requirement to publish minutes of these meetings.

Section 13. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 15. Open Meetings. All Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 17. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Common Property as defined in Article I of the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, Association property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties; nothing herein shall prohibit the employment of any Member, officer, or director in any capacity whatsoever;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 18. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of three (3) years.

Section 19. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities without the approval of the members of the Association. The Board also shall be authorized to borrow money for other purposes provided, however, the Board shall obtain membership approval in the same manner as provided in Article III, Section 4 of the Declaration for special assessments if the proposed borrowing is for the purpose of modifying, improving or adding amenities to the Property, and if the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 20. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation.

D. Committees.

Section 21. The standing committees of the Property Owners Association shall be as follows:

- I. The Architectural Environmental Committee
- II. The Board Ad Hoc Committee
 - Covenant Committee
 - By-Laws Committee

Unless otherwise provided herein, each committee shall consist of a chairman and two (2) or more members and shall include an additional member selected from the Board of Directors as a liaison for the purpose of maintaining communications and coordination between the committee and the Board of Directors.

Each committee is responsible to the Board of Directors for:

- (1) Monitoring the area of interest in Turtle Cove Property Owners Association described by its charter.
- (2) Holding regular meetings to remain current in its area of interest.
- (3) Making a written report to the Board of Directors for the purpose of reporting on matters of interest and making recommendations regarding courses of action the committee believes will benefit the Turtle Cove Property Owners Association, Inc. and providing an interface for Member input.

Section 22. The Architectural Control Committee shall reflect the values of property owners, maintain up-to-date written and clear guidelines, educate owners as to these criteria, equitably interpret these rules.

Section 23. The Board Ad Hoc Committee shall from time to time be formed to investigate, and suggest policies and procedures or update current policies and procedures.

- The Covenants Committee shall have up-to-date, written, understandable, reasonable, and legally enforceable policies, procedures, and covenants.

- The By-Laws Committee shall have up-to-date, written, understandable, reasonable, and legally enforceable policies, procedures, and By-Laws.

Section 24. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 25. Subcommittees. With the exception of the Nominating Committee and the Architectural Environmental Committee, each committee shall have the power to appoint a subcommittee from among its membership or subcommittees made up of at least one committee member (chair) and non-committee member selected based on their qualifications and interest.

Section 26. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the Members are invited to volunteer for committee service, according to policies adopted by the Board of Directors for this purpose and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Board members. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. No person may hold more than one (1) office.

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

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

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

Section 5. President. The President shall preside at all meetings of the Members and of the Board of Directors. The President shall see that orders and resolutions of the Board are carried out and shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

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

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall supervise the receipt and deposit in an appropriate bank account of all monies of the Association and cause such funds to be dispersed as directed by resolution of the Board of Directors; cause funds to be placed in the budget each year for an audit of the Association's books.

Section 9. General Manager. The General Manager of the Turtle Cove Property Owners Association shall be the chief executive officer of the Turtle Cove Property Owners Association. The General Manager shall have the authorities and powers necessary to fulfill his normal duties of management. The General Manager shall have additional authorities and powers as expressly delegated to him/her by the Board of Directors as a whole, and shall be accountable to the Board of Directors as a whole. The Board of Directors shall be responsible for publishing a job description for the General Manager.

Section 10. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 11. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V.

Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property (unless an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association in which case such suspensions shall

be automatic). Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection 2(b) below.

(a) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (I) the nature of the alleged violation; (II) the proposed sanction, to be imposed; (III) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within ten (10) days of the date of the notice; (IV) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice, without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Proof of such 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 or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon a failure by the Lot Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot Owner. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Lot Owner. Additionally, the Association shall have the authority to record in the Jasper County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

Article VI
Miscellaneous

Section 1. Notices

(a) Method of Giving Notice. Unless otherwise prohibited in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if:

- (1) Personal delivery to the addressee; or
- (2) Via United States mail, first class, postage prepaid; or
- (3) Via electronic mail; or
- (4) Via facsimile; or
- (5) Via a secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in Section 1, Subparagraph (a) shall be deemed to have been duly given:

(1) If to a Lot Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

(3) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

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

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

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. An audit by a CPA shall be done at least every three (3) years, but may be done more often if approved by the Board of Directors. In the years not audited by a CPA as stipulated, an internal audit may be performed by a committee of qualified members approved by the Board of Directors. The Treasurer shall also have the preparation of an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, with copies available for the Members.

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

Section 8. Amendment. The By-Laws may be altered, amended, or added to at any duly called meeting of the Board of Directors by a majority vote of the quorum present and voting, with the following provisions:

- (a) Notice of the meeting shall contain a statement of the proposed amendment.

- (b) Provisions of these By-Laws which are governed by the Declaration may not be amended except in the manner provided therein or otherwise by applicable law.
- (c) All such amendments shall be recorded and certified as and if required by the Georgia law and shall not become effective until so recorded where required.
- (d) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval, when required, of the parties specified in the Declaration.

If legal action is not instituted to challenge the validity of an amendment within one (1) year of the recording of the amendment in the Jasper County, Georgia land records, then such amendment shall be presumed to be validly adopted.

Section 9. Books and Records.

(a) All members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;
- (v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;
- (vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vii) a list of the names and business or home addresses of its current directors and officers; and
- (viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

- (ii) accounting records of the Association; and
- (iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

"Accounting Records" shall mean the following: those reports required to prepare an income statement and balance sheet consisting of the original bank statements and cancelled checks and invoices. A member may review the current operating account and reserve account bank statements, cancelled checks and invoices for the current fiscal year.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

ASST J.DOC (211)

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Turtle Cove Property Owners Association, Inc., a Georgia corporation;

That the foregoing Amended and Restated Bylaws constitute the Bylaws of said Association, as duly adopted by the Board of Directors on the 10 day of August, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21 day of September 2004

TURTLE COVE PROPERTY OWNERS ASSOCIATION,
INC.

Matthew C. Arnold
Secretary



[CORPORATE SEAL]

