

AMENDED AND RESTATED
BYLAWS
OF
COUNTRY PLACE HOMEOWNERS
ASSOCIATION, INC.

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AMENDED AND RESTATED
BYLAWS
OF
COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC.

Article I.
General

Section 1. Applicability. These Bylaws provide for the self-government of COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation filed with the Secretary of State, and the Declaration of Protective Covenants for Country Place recorded in Columbia County, Georgia land records circa 2016 (“Declaration”)

Section 2. Name. The name of the corporation is COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC., ("Association"), a non-profit entity organized and existing in the State of Georgia.

Section 3. Definitions. The terms used shall have their generally accepted meanings or such meanings as are specified in the Declaration.

Section 4. Membership. Every Owner, who is subject to the new Country Place Home Owner Association Covenants, shall have a membership in the Association. This shall not include Persons or entities that hold a security in land. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Declaration and Bylaws. Membership may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the members spouse, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot owned.

Section 5. Voting. There shall only be one class of votes. Members shall be entitled to one (1) equal vote for each Lot owned, except for ownership and voting rights in accordance with the Declaration. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot’s vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge.

Section 6. 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 person who is an officer, 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 the entity in the affairs of the Association. 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. If the termination of such person's relationship with the Association will create a vacancy in any elected appointed position within the Association in which such person may have been serving, the Board shall fill the vacancy.

Section 7. 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. 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 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses and arranging for the management of the Property.

Section 9. Intent. The intent of these Bylaws is to represent the desire of the property owners of the Country Place Subdivision to modify the original covenants to allow for the implementation and imposition of the Georgia Property Homeowners Act (GPHOA)

Article II.

Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held on or as close as possible to the second Tuesday in September each year with the date, hour, and place set by Board of Officers. At each such meeting, the members shall, by a majority vote, elect a board of officers, and by majority vote, transact such other business as may be properly brought before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Board of Officers, the holders of fifty percent of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail, email or deliver to the known address of each Owner of a Lot of Record, a notice of each annual or special meeting of the Association at least ten (10) days prior to each annual or special meeting and no more than twenty (20) days prior to each special meeting.

Section 4. Quorum. Any time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of the Members or proxies entitled to cast one-third (1/3) of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called, after the giving of proper notice, and the presence of one-fourth (1/4) of the total vote of the membership shall constitute a quorum for such second meeting. Any such second meeting must be held within sixty (60) days of the

first meeting at which the required quorum was not present. Unless otherwise provided, any reference hereafter to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements for such “duly called meetings”. For the purpose of this section, “proper notice shall be deemed to be given to each Member not less than ten (10) days not more than twenty (20) days prior to the date of the meeting at which any proposed action is to be considered.

Section 5. 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.

Section 6. All Votes. All members subject to these Bylaws shall have dual voting rights and membership privileges. All votes cast under these Bylaws shall also count towards any and all orders of business at issue under the original covenants and bylaws.

Section 7. 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 Officers

A. Composition and Selection

Section 1. Composition. The affairs of the Association shall be governed by a Board of Officers, composed of no less three (3) persons, and may be more, so long as the number is an odd number. The officers must be Members of the Association. No Owner and his or her spouse or Co-Owner may serve on the Board at the same time.

Section 2. Term of Office. The officers, shall be elected at the annual meeting of members, and each officer elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 3. Removal of Members of the Board of Officers. At any regular or special meeting of the Board of Officers, any one or more Board members may be removed with or without cause by a Majority of the Board of Officers and a successor may then and there be appointed to fill the vacancy created. Moreover, any officer who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other officers. Any officer 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.

Section 4. Vacancies. Vacancies in the Board caused by any reason shall be filled by a vote of the Majority of the remaining officers at any Board meeting. The successor selected shall hold office for the remainder of the term of the officer being replaced.

Section 5. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. A nominating committee, if appointed by the Board, may also make nominations.

Section 6. Elections. There shall be no cumulative voting. The officerships, for which elections are held, shall be filled by that number of candidates receiving the most votes.

B. Meetings.

Section 7. Regular Meetings. Regular Board meetings may be held at such time and such frequency and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 8. Special Meetings. Special Board meetings may be called by the President, or by any two officers on three (3) days' notice to each officer given by mail, in person, by telephone, electronic mail or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting.

Section 9. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep minutes, recording all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of officers entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more officers 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 10. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than officers may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 11. 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 officers consent in writing to such action.

C. Powers and Duties.

Section 12. Powers and Duties. The Board of Officers 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 prohibited by the Declaration, the Articles of Incorporation, or these Bylaws, or are directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Officers 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 Area of Common Responsibility as defined in 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 the Area of Common Responsibility 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;
- (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, all 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;
 - (m) and 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, condominium associations, 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 13. 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 officers 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 one (1) year.

Section 14. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Area of Common Responsibility and facilities without the approval of the members of the Association. The Board also shall be authorized to borrow money for other purposes (including, but not limited to modifying, improving or adding amenities to the Property), but, in such case, if the amount of such borrowing exceeds or would exceed twenty-five thousand (\$25,000) dollars outstanding debt at any one time, such borrowing shall first be approved by members holding a Majority of the total eligible Association vote.

Section 15. Liability and Indemnification of Officers. The Association shall indemnify every officer, 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 Officers) to which he or she may be made a party by reason of being or having been an officer, or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, 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. The officers 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 may also be members of the Association), and the Association shall indemnify and forever hold each such officer 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, or committee member, or former officer, or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Article IV.

Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, a Secretary and a Treasurer. All officers shall be voting members of the Association.

Section 2. Election of Officers. The Association officers shall be elected annually at the general meeting of the voting members of the Association.

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 be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one elected by the Association shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board may from time to time assign.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such records 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 have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent or Assistant Treasurer.

Section 9. 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 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

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 Officers 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. The posting of any rule and regulation upon the Country Place Home Owners Association website shall satisfy all notice requirements once the owner or occupant has been made aware of such.

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.

A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge.

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 and until the Association has sent or delivered written notice to the violator.

(a) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice. In the event of a continuing violation, each day the violation continues and 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 a written request for hearing is received from the violator within ten (10) days of the date of the violation notice, the Board, at its next scheduled meeting, shall hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a hearing within ten (10) days of the date of receipt of notice shall result in the loss of the right to challenge and request reconsideration of the fines.

Section 3. Additional Enforcement Rights.

(a) The Board or its designee may also enter upon any portion of the Property, including a Lot, to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and Lot subject to the violation.

(b) The Association shall have the authority to record in the Columbia County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

(c) The Owner or Occupant responsible for a violation shall be liable for all cost incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding is filled in connection with the violation. The cost shall become a lien against the Owner's Lot.

(d) 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.

Article VI.
Miscellaneous

Section 1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (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 Lot 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 begin January 1st.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, and require that the Association accounts be audited as a Common Expense by an independent accountant.

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 therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. These Bylaws may be amended by a majority vote of the Association.

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 Columbia County, Georgia land records, then such amendment shall be presumed to be validly adopted.

Section 9. Books and Records. To the extent provided in O.C.G.A. Section 14-3-1602, all Association members shall be entitled to inspect Association 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. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

CERTIFICATION

We, the undersigned, do hereby certify:

That we are the duly elected and acting CEO and Secretary of COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated By laws of said Association, as duly adopted by the required vote of the Association on the _____ day of _____, 2015.

COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC.

By: _____

As its:

COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC.

By: _____

As its:

Sworn to and subscribed before me
This _____ day of _____,
2015.

Notary Public