

**WRITTEN CONSENT TO
AMENDMENT & RESTATEMENT OF BY-LAWS**

Pursuant to Article IX thereof, the By-Laws of Town Park Pooler Association II, Inc. (the "Association"), as adopted and previously amended by the Association, are hereby amended and restated in their entirety by Whitaker Investment Group, LLC, Declarant and Owner of more than two-thirds (2/3) of the entire voting interest of all Owners, to read as follows:

**AMENDED & RESTATED BY-LAWS
OF
TOWN PARK POOLER HOMEOWNERS ASSOCIATION II, INC.**

(February 11, 2013)

Article I Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Town Park Pooler Homeowners Association II, Inc. (the "Association").

1.2. Principal Office.

The Association's principal office shall be located in Chatham County, Georgia. The Association may have such other offices as the Board may determine.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms not defined herein shall have the same meaning as set forth in that certain recorded Declaration of Covenants, Conditions, and Restrictions for Town Park/Pooler, as amended and supplemented from time to time (the "**Declaration**"), unless the context indicates otherwise.

Article II Membership: Meetings, Quorum, Voting, and Proxies

2.1. Membership.

The Association shall have two classes of Members: Class A and Class B, as more fully set forth in the Declaration. "**Voting Members**" shall be as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place as the Board may designate.

2.3. Annual Meetings.

The Association shall hold annual meetings of Members, and the Board shall set annual meetings so as to occur within 90 days before or after the close of each of the Association's fiscal years.

2.4. Special Meetings.

The President or the Secretary shall call a special meeting of Members if so directed by the Board or upon a demand in writing signed, dated and delivered to the Secretary by Members representing at least 25% of the total Class A votes of the Association.

2.5. Notice of Meetings.

Written notice stating the place, day and hour of any Association meeting of Members may be given in any manner permitted by Georgia law. Without limiting the generality of the foregoing, notice may be mailed, or sent by personal delivery, by email or other recognized means of electronic transmission, or provided in such other manner that is reasonably calculated, as determined in the Board's discretion, to provide personal notice to the Voting Members. Notice shall be given at least ten (10) but less than sixty (60) days before the date of the meeting, by or at the direction of the President or the Secretary.

In the case of a special meeting the notice shall state the purpose or purposes for which the meeting is called. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Voting Member at his or her address as it appears on the Association's records, with postage prepaid. If sent by email or other electronic transmission, notice shall be deemed to be delivered when transmitted to the Voting Member at such Member's email address or such other electronic transmission address as it appears on the Association's records. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

2.6. Waiver of Notice.

Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may waive notice of any meeting of the Voting Members, either before or after such meeting. The waiver must be in writing, be signed by the Member entitled to notice, and be delivered or transmitted to the Secretary for inclusion in the Association's records. A Voting Member's attendance at a meeting shall be deemed to be a waiver by such Voting Member of notice of the meeting for all purposes, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless a Voting Member raises an objection on the basis of lack of proper notice when the business is presented.

2.7. Quorum; Adjournment of Meetings.

Except as these By-Laws or the Declaration otherwise provide, the presence of Voting Members representing at least 10% of the Association's total Class A votes shall constitute a quorum at all Association meetings of Members. If the Association cannot hold a meeting because a quorum is not present, a majority of the Voting Members who are present at such meeting may adjourn the meeting to a time not less than five or more than 30 days from the time the original meeting was called. At the reconvened meeting, the presence of Voting Members representing at least 5% of the Association's total Class A votes shall constitute a quorum and the Association may transact any business that it might have transacted at the original meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if the date for the reconvened meeting is changed, notice of the time and place of the reconvened meeting shall be given to Voting Members in the manner described in Section 2.5.

2.8. Voting.

Members shall have such voting rights as are set forth in the Declaration, which provisions are incorporated herein by this reference. Voting Members may vote at a meeting by written ballot, which in the case of the election of directors shall be by confidential written ballot. The Board may permit votes to be cast electronically (e.g., via the Internet or email) with sufficient verification of authenticity and if not prohibited by applicable law.

2.9. Proxies.

On any matter as to which a Voting Member is entitled personally to cast a vote, such vote may be cast in person or by proxy, subject to the requirements 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 Unit for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the Secretary prior to the start of the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, 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 or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same time, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Unit for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member giving the proxy, or (c) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Conduct of Meetings.

The President or any designee the Board approves shall preside over Association meetings of Members. The Secretary shall ensure that minutes of the meetings are taken, that they record all resolutions adopted and all other actions taken at such meetings, and that such minutes are kept with the Association's records.

2.12. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Voting Members may be taken without a meeting, without prior notice, and without a vote if the number of Voting Members necessary to approve such matter signs a written consent specifically authorizing such action. The Secretary shall file such consents with the records of the Association along with the Secretary's certification that the subscribers to the consent constitute the necessary number of the Voting Members required to approve the action. Such consent shall have the same force and effect as a vote of the Voting Members at a meeting.

Article III Board of Directors: Selection, Meetings, Powers

3.1. Governing Body; Composition.

The Board shall govern the Association's affairs. Each director shall have one equal vote. Except with respect to directors the Class B Member appoints, directors shall be Members. If a Member is not an individual, any officer, director, member, partner or trust officer of such Member shall be eligible to serve as a director unless a written notice to the Association signed by an authorized representative of such Member specifies otherwise; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors the Class B Member appoints.

3.2. Number of Directors.

The Board shall consist of not less than one (1) and not more than three (3) directors, at least one (1) of whom, unless all directors have been appointed by the Class B Member, shall be an Owner or a spouse, director, owner or officer of an Owner.

3.3. Directors During Class B Control Period.

Until an election is called and held pursuant to Section 3.5, during the Class B Control Period all directors shall be appointed by the Class B Member acting in its sole and absolute discretion, and such directors shall serve at the pleasure of the Class B Member.

3.4. Nomination and Election Procedures.

(a) Nomination of Directors. Except with respect to directors the Class B Member appoints, nominations for election to the Board shall be made in accordance with policies and procedures the Board establishes. Such policies and procedures may include, but are not limited to, permitting or requiring that nominations be made through a Nominating Committee consisting of a Chairman, who shall be a Board member, and three or more Members or representatives of Members appointed by the Board. If a Nominating Committee is appointed, it shall make as many nominations for election to the Board as it deems appropriate in its discretion, but in no event less than the number of positions to be filled as provided in Section 3.5, and it shall establish procedures to provide the candidates with a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Voting Member may cast all votes assigned to the Units that it represents for each position to be filled from the slate of candidates on which such Voting Member is entitled to vote. 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.

Except as these By-Laws otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) Within 90 days after termination of the Class B Control Period, or whenever the Class B Member earlier determines, the Class B Member-appointed directors shall resign, and the President shall call for an election by which the Class A Members shall elect directors to fill such vacancies. A director the Class A Members elect is referred to as a "Class A Director." Directors elected by the Class A Members pursuant to this paragraph shall not be subject to removal by the Class B Member and shall serve until the second annual meeting following their election.

(b) Thereafter, upon expiration of the term of office of each Class A Director, Voting Members entitled to elect such director shall elect a successor to serve a term of two years; provided, if necessary to establish staggered terms for the directors, the Board may, for one time only, provide that two directors be elected to each serve one term of three years. Directors the Class A Members elect shall hold office until their respective successors have been elected.

(c) In the event that any director position remains unfilled due to a lack of interested candidates or for any other reason, the Board may continue to conduct business despite such vacancy; provided, the remaining directors shall use reasonable efforts to fill any such vacancies (e.g., attempting to fill vacancies by appointment, holding elections, etc.).

3.6. Removal of Directors and Vacancies.

A majority of the Class A Directors at a duly called meeting of the Board may remove any Class A Director who (a) has three consecutive unexcused absences from Board meetings, (b) is more than 60 days delinquent (or resides in a Unit owned by a Member who is so delinquent) in the payment of any

assessment or other charge due to the Association, or (c) fails to cure a Governing Document violation pertaining to his or her Unit after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The remaining Class A Directors may appoint a successor to fill the vacancy for the remainder of the term.

In the event of a death, disability, or resignation of a Class A Director, the remaining Class A Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Members shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Class B Member appoints. The Class B Member shall appoint a successor to fill any vacancy on the Board resulting from death, disability, or resignation of a director appointed by the Class B Member.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but following the end of the Class B Control Period the Board shall hold at least four such meetings during each fiscal year with at least one per quarter.

3.8. Special Meetings.

The Board shall hold special meetings of the Board when called by written notice signed by the President, a Vice President *and* any two directors.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings 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. The Board shall give notice to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) 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; or (iv) email or other electronic transmission, with confirmation of transmission or receipt. All such notices shall be given at the director's telephone number or email address, or sent to the director's address as shown on the Association's records. The Board shall give notices at least five business days before the time set for a regular meeting and at least 72 hours before the time set for a special meeting.

(b) Actions of any Board meeting, however called and noticed or whenever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director 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.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by means of conference telephone, Internet conference or similar communications means, through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence at such meeting.

3.11. Quorum of Board.

At all Board meetings, 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 Board's decision, unless these By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the

withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting 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 five or more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, the Board may transact without further notice any business that it might have transacted at the original meeting.

3.12. Conduct of Meetings.

The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.13. Open Meetings; Executive Session.

(a) Except in an emergency, the Board shall post notice of meetings at least 48 hours in advance of the meeting (i) at a conspicuous place within the Community which the Board establishes for the posting of Association notices, or (ii) unless prohibited by applicable law, on the Association's website. Notice of any meeting at which assessments are to be established or communicated to Members shall state the fact and the nature of the assessment. Subject to Section 3.14, all Board meetings shall be open to all Voting Members and, if required by law, all Owners; but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak. In such case, the person presiding over the meeting may limit the amount of time any such individual may speak.

(b) Notwithstanding the above, the person presiding over the meeting may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatening litigation, personnel matters, etc.

3.14. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all of the directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote at a duly called meeting. The Secretary shall file written consents with the minutes of the Board's proceedings.

3.15. Powers & Duties.

The Board shall have all of the powers necessary for administering the Association's affairs and for performing all Association responsibilities and exercising all Association rights set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things, except those which the Governing Documents or Georgia law require to be done or exercised exclusively by the Voting Members or the Members generally. The powers and 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.

(b) levying and collecting Assessments from the Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Common Area consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel or independent contractors necessary to carry out the Association's responsibilities and, where appropriate, providing for compensation of such

personnel and independent contractors and for the purchase of equipment, supplies, and materials to be used by such personnel or independent contractors in the performance of their duties;

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

(f) borrowing for any legal purpose and opening bank and other financial accounts on the Association's behalf and designating the signatories required;

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

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

(i) obtaining and carrying property and liability insurance and fidelity bonds, as may be provided in the Declaration or otherwise determined to be necessary, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) contracting for goods and services and paying the cost of all goods and services properly rendered to the Association;

(k) keeping books of account of the Association's receipts and expenditures;

(l) making available to prospective purchasers of a Unit, any Owner, and other appropriate persons, current copies of the Governing Documents;

(m) permitting utility suppliers, builders and property developers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(n) indemnifying an Association director, officer, or committee member or former Association director, officer, or committee member to the extent Georgia law, the Articles of Incorporation, or the Declaration requires or allows such indemnity.

3.16. Compensation.

Directors shall not receive any compensation from the Association for acting as such unless Voting Members representing a majority of the total Class A votes in the Association approve of compensation at a regular or special meeting of Members. The Association shall reimburse any director for expenses he or she reasonably incurs on the Association's behalf. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for goods or services he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such compensation is not greater than what would have been charged by an unrelated third party provider of comparable goods or services and the director made his or her interest known to the Board prior to entering into such contract and a majority of the Board, excluding the interested director, approved such contract.

3.17. Right of Class B Member to Disapprove Actions.

(a) So long as the Class B Membership exists, the Class B Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the Class B Member's sole judgment, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, interfere with development or construction of any portion of the Community or diminish the level of services the Association provides. The Board shall not implement any action, policy or program subject to this right of disapproval unless the following requirements have been met.

(i) Notice. The Association shall give the Class B Member written notice of all meetings and actions proposed to be taken at Association, Board or committee meetings (or by written consent in lieu of a meeting). The Association shall give such notice by regular, first class mail, email, or by personal delivery at the address the Class B Member has registered with the Association, which notice shall, except in the case of the regular meetings the Board holds pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(ii) Opportunity to be Heard. The Association shall give the Class B Member the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

(b) The Class B Member, its representatives or agents, shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 business days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 business days following receipt of written notice of the proposed action. The Class B Member may use this right to disapprove to block proposed actions, but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Class B Member shall also not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.18. 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 or those duties set forth in Sections 3.16(a), 3.16(b), 3.16(c), 3.16(g), and 3.16(i). The Board may employ Declarant, any of Declarant's joint venturers, affiliates, or agents, or their affiliates, as managing agent or manager.

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

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control period unless such contract contains a right of termination the Association may exercise with or without cause and without penalty, at any time after termination of the Class B Control Period upon not more than 90 days' written notice.

3.19. Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) the Board shall prepare financial reports for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on a cash or accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of accounts in "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 31st day following the due date unless the Board specifies otherwise by resolution); and

(b) an annual report consisting of at least the following shall be available for Members' review within 180 days after the close of the fiscal year: (i) a balance sheet; and (ii) an operating (income) statement.

3.20. Enforcement.

The Association shall have the power to enforce the Governing Documents and to impose sanctions for violations of the Governing Documents. The following procedures shall apply:

(a) The alleged violator shall be given notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to be heard by the Board; and (iv) a statement that the Board shall impose the proposed sanction as contained in the notice unless the alleged violator challenges the charges within the time required to request a hearing. If a timely request to be heard is not made, the Board shall impose the sanction stated in the notice; provided, the Board may, but shall not be obligated to, suspend any proposed sanction if the alleged violator cures the violation within the required period. Such suspension shall not constitute a waiver of the Board's right to sanction any Person's future violation of the same or other provisions and rules.

(b) If the alleged violator requests to be heard by the Board within the required period, the Board or a Board committee or Board member appointed for such purpose shall meet with and afford the alleged violator a reasonable opportunity to be heard. Unless the Board or such committee or Board member consents, in its sole discretion, there shall be no right of a Member to be represented by legal or other counsel at the hearing. The hearing shall not be open to other Members and the minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Notwithstanding anything to the contrary in this Article, and unless expressly prohibited by the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules and requiring persons violating rules relating to Common Area use to cease such violating use immediately) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys fees, incurred by the Association. Any entry into a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

3.21. Board Standards.

In the performance of their duties, Association directors and officers shall be indemnified and defended from and against personal liability to the fullest extent provided by Georgia law for directors and officers of nonprofit corporations, and as otherwise provided in the Governing Documents. Directors are required to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule. A director acting in accordance with the business judgment rule shall be protected from personal liability.

Board determinations of the meaning, scope and application of Governing Documents provisions shall be upheld and enforced so long as such determinations are reasonable.

Article IV Officers

4.1. Officers.

The Association's officers shall be a President, Treasurer and Secretary, and such other officers as the Board may appoint from time to time. Except as otherwise provided by law, any person may hold one or more offices. Such officers need not be Board members and such officers shall have such authority and perform such duties as the Board prescribes or as set forth in these By-Laws and as generally appertain to persons holding such offices in for profit corporations in Georgia.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting or by written consent following each annual meeting of the Voting Members, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer at any time 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 Association's officers shall each have such powers and duties as generally pertain to their respective offices in a corporation, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for financial matters of the Association.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, 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, acceptance of such resignation shall not be necessary to make it effective.

4.6. Compensation.

Officers' compensation shall be subject to the same limitations as directors' compensation under section 3.16.

Article V Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform certain tasks and to serve for such periods as the Board may designate by determine. Each committee shall operate in accordance with the terms of its appointment.

Article VI Miscellaneous.

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Board meetings may be held informally in the Board's discretion. Otherwise, *Robert's Rules of Order* (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.

6.3. Conflicts.

If there are conflicts among 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 these By-Laws (in that order) shall prevail.

6.4. Books and Records.

In the manner and to the extent required by Georgia law, including any notice requirements or other applicable formalities, the Board shall make available to Members for inspection and copying during normal business hours, the books and records of the Association.

6.5. Notices.

Except as the Declaration or these By-Laws otherwise provide, all notices, demands, bills, statements, or 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 by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by email or recognized means of electronic transmission. Notices shall be delivered or sent to the intended recipient as follows:

(a) if to a Member, at the address or email address which the Member has designated in writing and provided to the Secretary or, if no such address has been designated, at the address of the Unit of such Member;

(b) if to the Association or the Board, at the principal office of the Association; or

(c) Notice sent in accordance with this Section shall be deemed to have been duly given and effective (i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid; (ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or (iii) if sent by email or other means of electronic transmission, upon transmission, as evidenced by a printed confirmation or email reply or other recognized means of acknowledging or confirming receipt.

6.6. Amendment.

(a) By Class B Member. Until termination of the Class B Membership, Declarant unilaterally may amend these By-Laws. Thereafter, the Board unilaterally may amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable law, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance or coverage on the Units; or (iii) to enable an 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 Units; provided, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing not less than 67% of the Association's total Class A votes. 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.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon approval unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its approval, 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.

(d) No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the express written consent of Declarant, the Class B Member, or the assignee of such right or privilege in each instance.

WHITAKER INVESTMENT GROUP, LLC
Declarant and Owner

By: 

Brett S. Turner, Member/Manager