

**Exhibit "B"****Amended and Restated By-Laws  
FOR  
MARTIN'S LANDING FOUNDATION, INC.****TABLE OF CONTENTS:**

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**ARTICLE I - NAME, PURPOSE, AND LOCATION**

**1.1. Name:** Described in the Declaration of Covenants.

**1.2. Purpose:** Described in the Declaration of Covenants.

**1.3. Location:** In addition to the Covenant-directed items, should the office be moved, the new location address shall be published in a letter distributed to all Members of the foundation as provided for in By-Laws Article 12, Section 3, "Notices."

**ARTICLE II - DEFINITIONS**

Generally, terms used in the By-Laws are defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Martin's Landing Foundation, and shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

**ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

**3.1. Membership:** Covenant-directed.

**3.2. Voting Procedures:** Pursuant to the Declaration of Covenants and the following.

**3.2.1. Quorum Requirement for Voting Directly by Member:** The quorum required when Voting Directly by Member is three-fourths (3/4) of the Members in good standing of the Foundation.

**3.2.2. Quorum Requirement for Voting which may be Delegated through Proxy or Representative:** The quorum required when Voting which may be Delegated through Proxy or Representative is three-fourths (3/4) of the Members in good standing of the Foundation.

**3.3. Membership Voting Enumerated per Lot or Unit:** Covenant-directed.

**3.4. Suspension of Membership Rights:** Covenant-directed.

**3.5. Meetings of the Membership:** Notice to the Membership of the Foundation shall be in accordance with the following procedure.

**3.5.1. Notice Requirements:** The Secretary shall give notice of each annual or special membership meeting to the record Owner or Owners of each Lot or Unit, or to the Lot or Unit address, at least twenty-one (21) days prior to each annual membership meeting and at least seven (7) days prior to each special membership meeting. The notice shall be posted in a conspicuous place and state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these By-Laws shall be considered proper service of notice.

**3.5.2. Waiver of Notice:** Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any membership meeting, either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed waiver by such Member of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Member specifically objects to improper notice at the time the meeting is called to order or the Member objects to improper notice of the specific business before the business is put to a vote.

**3.5.3. Quorum for Meetings of the Membership:** The presence, in person or by proxy at the beginning of the meeting, of Members entitled to cast 10% of the eligible vote of the Foundation shall constitute a quorum. 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. In establishing the total number of eligible votes for a quorum, if a Lot or Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Lot or Unit have been suspended, that Lot or Unit shall not be counted as an eligible vote.

#### **ARTICLE IV - PROPERTY RIGHTS IN THE FOUNDATION PROPERTIES**

Article IV, Property Rights in the Foundation Properties, is Pursuant to the Declaration of Covenants.

#### **ARTICLE V - ASSESSMENTS**

##### **5.1. Creation of and Obligation for Assessments**

**5.1.1. Purpose and Types:** Covenant-directed.

**5.1.2. Personal Obligation and Lien:** Covenant-directed.

**5.1.2.1 Delinquent Assessments:** Covenants directed.

**5.2. Computation of General Assessments:** By November 21<sup>st</sup> yearly, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to maintain a capital reserve fund in accordance with a budget separately provided in Section 5.3.

**5.2.1. Limitations of General Assessment increases (no vote required):** Covenant-directed

**5.2.2. Limitations of General Assessment increases (Member vote required):** If a Membership Vote is required, the Board shall send a copy of the proposed budget and notice of the amount of the known assessments for the upcoming year to each Owner. The notification shall be in time to provide for a completion of the vote or canvass by the next annual meeting or a special meeting in regard to the assessment. If a budget is not adopted for any year, or the budget is pending until approval at the annual or special

meeting, then until such time as a budget is adopted, the budget in effect for the immediately proceeding year shall continue until superseded.

**5.3. Reserve Budget and Capital Reserve Contribution:** In addition to the Covenant-directed items, a comprehensive capital reserve study will be accomplished every three years. The capital reserve contribution will take into account the number and nature of replaceable assets included as part of the Foundation Properties, the expected life of each asset, the expected repair or replacement cost, and the time frame established by the Foundation Board for repairs or replacements to be made.

**5.4. Special Assessments:** Covenant-directed.

**5.5. Lien for Assessments:** Covenant-directed.

**5.6. Failure to Assess:** Covenant-directed.

**5.7. Property Exempt from Assessment:** Covenant-directed.

## **ARTICLE VI - ADMINISTRATION**

**6.1. Responsibility for Administration:** Pursuant to the Declaration of Covenants and these By-Laws.

**6.1.1. Board of Directors Use of Committees:** The Board may establish such committees as it shall determine, with the powers and duties that the Board of Directors shall authorize. Should the Board of Directors utilize Committees in its Administration of the Foundation, the Committees shall function at the pleasure of the Board and for the function of providing advice to the Board of Directors. Committees will perform other functions as the Board of Directors in its discretion may determine. Unless otherwise provided by the Board of Directors, the Board in its discretion may appoint and remove the members and chairpersons of each committee.

Consistent with Article VIII of the Declaration of Covenants and the By-Laws, the Foundation Board of Directors shall appoint an Architectural Review Committee consistent and in accordance with the Declaration and these By-Laws. This Committee shall coordinate activities as directed by the Board and advise the Board on all matters pertaining to new construction and modifications to existing structures and Lot or Units.

**6.1.1.1. Other Committees:** In addition to the ARC, the Board of Directors may appoint by resolution other Committees as it may deem appropriate in carrying out its duties, such as:

**6.1.1.1.1. A Recreation Committee** which shall advise the Board on matters pertaining to recreation activities within the Foundation; and

**6.1.1.1.2. A Maintenance Committee** which shall advise the Board on maintenance and repairs of Foundation Properties.

6.1.1.3. A Finance Committee which shall advise the Board on financial matters and assist in preparation of all assessment-related issues.

6.2. **Maintenance, Repair and Replacement of Association Properties by the Foundation:** Covenant-directed.

6.3. **Limitation of Liability; Indemnification:** Covenant-directed.

6.4. **Management Agreements:** Covenant-directed.

## **ARTICLE VII - INSURANCE AND CASUALTY LOSSES**

7.1. **Hazard Insurance on Common Property:** Covenant-directed.

7.2. **Foundation Liability and Directors' and Officers' Liability Insurance:** Covenant-directed.

7.3. **Premiums and Deductible on Foundation Policies:** Covenant-directed.

7.4. **Policy Terms:** Covenant-directed.

7.5. **Policy Guidance:** The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

7.5.1. A waiver of subrogation by the insurer as to any claims against the Board, the Foundation's manager, the Owners and their respective tenants, servants, agents, and guests;

7.5.2. A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

7.5.3. A provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owners;

7.5.4. A provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Foundation or its duly authorized manager without prior demand in writing delivered to the Foundation to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Foundation, its manager, any Owner or Mortgagee;

7.5.5. That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

7.5.6. That no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty (30) days' prior written notice to the Foundation.

7.6. **Additional Foundation Insurance:** Covenant-directed.

7.7. **Insurance Deductibles:** Covenant-directed.

**ARTICLE VIII - ARCHITECTURAL STANDARDS**

**8.1. Architectural Review Committee:** In the event that a separately composed ARC committee is not established, the ARC shall be composed as described in 8.1.2 below.

**8.1.1. Composition of ARC (separate standing committee):** The ARC shall be composed with Members from as many Neighborhood Associations as possible as further directed by the Board and published in the ARC Rules and Procedures. The Board shall appoint the Members of the ARC. The minimum composition of this ARC for meeting and decision purposes shall be 7 members, with no more than two voting members from any one Neighborhood Association. In the event that a minimum functioning separate standing ARC is not formed, the function of ARC will be accomplished as described in 8.1.2 below.

**8.1.1.1. Quorum and Vote Requirements:** The Quorum for this Committee is 7 members. A decision made by a majority of the members present will be regarded as the act of the Committee.

**8.1.2. Composition of ARC (should a separate committee not be formed):** Should a separately formed ARC not be available, it is the duty of the Foundation President, Vice President, Secretary, and Treasurer, with additional Members as defined in these By-Laws, to compose the ARC. The additional Members of the committee shall be:

- 1) A representative from the Foundation Landscape Committee.
- 2) The president or Chief Executive of the Neighborhood Association from where each particular ARC request originates.
- 3) An 'at large' Member from the Foundation Board of Directors.

The minimum number of Members on the ARC remains seven (7); should a shortage of these enumerated Members exist, the Board of Directors shall use good judgment to facilitate the formation of the ARC Committee using any means they determine prudent.

**8.1.2.1. Quorum and Vote Requirements:** The Quorum of this Committee/Appeal Board (reference 8.6) is 7 members. A decision made by a majority of the members present will be regarded as the act of the Committee/Appeal Board.

**8.2. Purpose, Powers and Duties of the ARC:** Consistent with the Covenants, these By-Laws, and further described in the ARC Rules and Procedures, the purpose of the ARC is to assure that any installation, construction, modification or alteration of any exterior item, structure or significant landscape item shall be submitted to the ARC for approval:

- (1) as to whether the change is in conformity and harmony with the external design and general quality of the existing Neighborhood-Wide Standards and with the Community-Wide Standards of Martin's Landing. Community-Wide Standard shall mean the standards determined by the Foundation or the standard generally prevailing throughout the Martins Landing community , and

(2) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

The ARC shall have all of the powers and duties to do everything necessary to accomplish such purpose, including, but not limited to, the power to approve or disapprove plans for any structural change.

The ARC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot or Unit for which plans and specifications have been submitted for approval. The Owner of any such Lot or Unit shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ARC, and the ARC may require payment of all such costs prior to approval of plans and specifications. The ARC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

**8.3. Activities of the ARC:** The ARC shall adopt and promulgate the Design Standards which shall be approved by the Board and be published to the Members before they are enforced. The ARC shall make a published copy of its Standards readily available to Members and prospective Members of the Foundation/Associations/Neighborhoods and to all applicants seeking the ARC's approval. The ARC shall issue authorizations, and/or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration. Consistent with these design standards, no Owner, Occupant, or any other Person may, without first obtaining written approval of the ARC:

8.3.1. Make any encroachment onto the Common Property, or

8.3.2. Construct any dwelling or other improvement on a Lot or Unit, or

8.3.3. Make any exterior change, alteration or construction on a Lot or Unit (including, but not limited to, painting, installing a fence, or significant landscaping modifications), or any alteration of the Lot or Unit which affects the exterior appearance of the Lot or Unit, or

8.3.4. Erect, place or post any sign, clothesline, playground equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountains, or other thing on the exterior and in the Front of the Lot or Unit, on the Front of the dwelling on the Lot or Unit, or on any Common Property.

**8.4. Required Action by Board or ARC:** Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARC may reasonably require. Except as may otherwise be determined by the Foundation Board, the ARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Foundation, acting through the Board, shall be entitled to stop any construction that is not in conformance with approved plans. The Foundation Board or the ARC may publish written architectural standards for exterior standards for all of the Community and for the Common Area alterations or additions.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Neighborhood-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ARC, (4) harmony with the external design of the existing buildings, Lot or Unit and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ARC such as, but not limited to, the original plats for the Associations of Martin's Landing.

If the Foundation or ARC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Foundation Board or ARC may reasonably require has been submitted, then the Owner submitting the application may issue written notice of intent to proceed, via certified mail, to the Foundation President, informing the President of the Owner's intent to proceed with the modification as identified in the application.

Unless the Foundation issues a written disapproval of the Owner's written notice to proceed within fifteen (15) days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, By-Laws or rules and regulations of the Foundation, or of any applicable zoning or other laws.

**8.5. Condition of Approval:** Covenant-directed.

**8.6. Appeal:** If the ARC is composed of Members as described in 8.1.1 above (separate standing committee), and the ARC disapproves any application or part thereof, an Owner, shall have the right to appeal the ARC's decision to an Appeal Board composed of Members described in 8.1.2 above. If the Appeal Board, through the President of Martin's Landing, does not receive written notice from the Owner by certified mail requesting an appeal within thirty (30) days from the date of the ARC's notice to the Owner of its decision, the decision of the ARC shall become final and all rights of appeal shall terminate and thereafter be void.

This Appeal Board shall issue its written ruling on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Appeal Board shall consider all relevant materials presented to it by either the Owner or the ARC, the decision of the ARC, and the application of the Owner to the ARC. The Appeal Board shall have the authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner.

If the ARC is composed as described in 8.1.2 or after the Appeal Board has ruled, and the ARC application is disapproved in whole or any part thereof, an Owner shall have the right to make a final appeal of the decision to the Foundation Board of Directors. Any Owner desiring final appeal shall provide the President of the Board of Directors with a written notice of appeal within thirty (30) days of the date of the ARC's written notice of its decision. If the Board of Directors does not receive such written notification within said time period, the standing decision of the ARC shall be deemed final and all rights of appeal shall terminate and thereafter be void.



The Foundation Board shall issue its written ruling on the appeal within forty-five (45) days of receiving written notice requesting final appeal from the Owner. In ruling on the appeal, the Foundation Board shall consider all relevant materials presented to it by either the Owner or the ARC, the decision of the ARC, and the application of the Owner to the ARC. A quorum composed of a majority of the Foundation Board shall have the authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner.

**8.7. Violations:** The ARC shall notify the Foundation Board and affected Association of any violations observed. The Board shall provide written notification of the violation to the Owner by a method described in the ARC Rules and Procedures, setting forth in reasonable detail the nature of the violation and the specific actions required to remedy the violation. If the Owner does not take steps to correct the violation with thirty (30) days following the notice mailed, the Foundation Board, the affected Association's Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the violating Unit and collected as a Specific Assessment. Not restricted by and in addition to the foregoing, the Foundation Board, or affected Association(s) Board shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article to the full extent of Georgia law, including fining the violating Owner in accordance with this Declaration.

An Owner shall have the opportunity to utilize the appeal process as structured in section 8.6 above for the purpose of appealing any violation identified by the ARC.

**8.8. Certification of Compliance; Notice of Violation:** Covenant-directed

**8.9. Limitation of Liability:** Covenant-directed

**8.10. No Waiver of Future Approvals:** Covenant-directed

**8.11. Commencement and Completion of Construction:** All changes, modifications and improvements approved by the ARC hereunder must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. All work approved by the ARC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

#### **ARTICLE IX - EXTERIOR MAINTENANCE**

**9.1. Association and Foundation Properties:** Covenant-directed.

**9.2. Standard of Performance:** Covenant-directed.

**9.3. Foundation and Associations' Responsibilities:** Covenant-directed.

9.4. **Members/Owner's Responsibility:** Covenant-directed.

9.5. **Lot Owner's Failure to Maintain:** Covenant-directed.

9.6. **Maintenance Standards and Interpretation:** Covenant-directed.

#### **ARTICLE X - EASEMENTS**

Article X, Easements, is Pursuant to the declaration of Covenants.

#### **ARTICLE XI - Board of Directors**

11.1. **Board of Directors:** The administration of the property subject to the jurisdiction of the Foundation, the maintenance, repair, replacement and operation of the Foundation Properties and facilities and those acts required of the Foundation by this Declaration shall be the responsibility of the Foundation through its Board. The operation of the Board of Directors shall be a described in these By-Laws.

11.2. **Number:** Pursuant to Article 11.1 above, the affairs of Martin's Landing shall be managed by two (2) directors from each local Neighborhood Association.

11.3. **Selection, Term, and Function of Directors:** Each Neighborhood Association shall determine two (2) Members who are Owners within that community to be Directors on the Board of Directors of the Foundation. The individuals who serve as Directors must remain in good standing to be eligible to serve as a Director. Each Association shall notify the Secretary of the Foundation in writing as to who the representatives from that Association are.

11.3.1. **Selection from Communities where no Association Exists:** In the event that there is a local Neighborhood within the Foundation with no Association or other similar duly authorized organization, then the Directors shall be elected in an election where at least one-third (1/3) of the Owners of that Neighborhood cast a written ballot from a slate of candidates distributed to each residence at least 30 days prior to the vote. Such other procedure as may be required to accomplish or expedite such an election may be set forth by the Board of Directors of the Foundation.

11.3.2. The directors representing the apartment community within Martins Landing may be selected by the Owner of such community and need not be residents or Owners.

11.4. **Removal:** Any Director may be removed, with or without cause, by a majority vote of those Members of the Foundation who, at such time, would be entitled to vote for the election of such Director.

11.4.1. In the event a Director shall miss two or more consecutive, regularly scheduled, meetings, the Board of Directors shall immediately notify, in writing, the respective community represented by that director advising that should that director miss the next consecutive meeting then, at its option, the Board shall declare that position vacant and at its option may appoint a resident of that local community to fill the unexpired term

of the vacated Director. After reasonable search and advertisement of the vacant position, the Foundation Board may appoint a Member of any Association if no volunteer from the local Neighborhood Association is identified.

**11.4.2.** In the event that removal shall apply to any apartment community, the declared vacancy may be filled by any resident of Martin's Landing.

**11.5. Compensation:** No Director shall receive compensation for any service he or she may render the Foundation. However, Directors may be reimbursed for actual expenses incurred in the performance of duties.

**11.6. Meetings of Directors:** The following are the procedures for meetings of Directors:

**11.6.1. Regular Meetings:** Regular meetings of the Board of Directors shall take place monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should such meeting fall upon a legal holiday, then that meeting shall be held within one week of the regularly scheduled meeting date.

**11.6.2. Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Foundation, or by any three directors, after not less than three days notice to each director.

**11.6.3. Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**11.7. Action Taken by Written Consent of the Board of Directors in Lieu of a Meeting:** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or electronic approval of two-thirds (2/3) of the Directors. Any action shall have the effect as though taken at a meeting of the Directors. This process is initiated by the President or 3 Directors. The President shall officiate and a record of the complete process shall be kept in the Foundation's minutes.

**11.8. Powers of the Board of Directors:** The Board of Directors shall have power:

**11.8.1.** To adopt and publish rules and regulations governing the use of the Foundation Properties and Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infractions thereof; and

**11.8.2.** To declare the office of a member of the Board of Directors to be vacant in the event that such member shall be absent from three consecutive regular meetings of the Board of Directors as outlined in Article 11.4; and

**11.8.3.** To exercise for the Foundation all powers, duties and authority vested in or delegated to the Foundation not reserved to the Membership by other provisions of these By-Laws or any Declaration; and

**11.8.4.** To exercise all powers, duties and authority vested in or delegated to it by other provisions of these By-Laws or any Declaration.

**11.9. Duties of the Board of Directors:** It shall be the duty of the Board of Directors:

**11.9.1.** To cause to be kept a complete record of all its acts and business affairs and to provide a presentation thereof to the Members at the annual meeting of the Members; and

**11.9.2.** To supervise all officers, agents, and employees of the Foundation, and to see that their duties are properly performed;

**11.9.3.** And as more fully explained herein:

**11.9.3.1.** To fix the amount of the General Assessment against each Lot or Unit in accordance with the included procedures and timeframe; and

**11.9.3.2.** To send notice of each General Assessment, when required, to every Member subject thereto at least 30 days in advance of such assessment being due and payable; and

**11.9.4.** To issue, or to cause an appropriate officer to issue, upon demand by a Member at any time a certificate setting forth whether the assessment on such Member's property has been paid; and

**11.9.5.** To procure and maintain insurance as provided for and in accordance with these By-Laws; and

**11.9.6.** To cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

**11.9.7.** To cause the Foundation Properties to be maintained.

**11.10. Action on Complaints:** It shall be the duty of the Board or its delegated committee to receive complaints from Members on any activity involving Foundation functions, duties and activities within its field of responsibility. The Board or its designated Committee shall dispose of such complaints as appropriate or refer them to other such Committee, Director, or Officer of the Foundation as is further concerned with the matter presented.

**11.11. Meetings of Members:** Meeting of membership shall be held in accordance with the following procedures:

**11.11.1.** An annual meeting shall be held during the first four months of the calendar year at such time and place to be designated by the Board of Directors.

**11.11.2.** Special meetings of the membership may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote at least 200 of the votes of the membership.

**11.11.3.** Notice of Meetings shall be as described in section 3.5 of these By-Laws.

**11.11.4. Quorum:** the presence, in person or by proxy, or Representatives at the meeting of Members or Representatives entitled to cast at least one tenth (1/10) of the total votes of all members entitled to vote shall constitute a Quorum except as otherwise provided in these By-Laws. If such a Quorum is not present, the meeting shall be adjourned and a new meeting date may be set for no earlier than 48 hours from the scheduled date and time of the first meeting.

**11.11.5. Proxies:** At all meetings of Members, each Member may vote in person, proxy, or through one of the Representatives selected to represent the residents local Association as outlined in Article 11.3 hereof unless otherwise expressly provided. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot or Unit.

**11.11.6. Meeting Agenda:** All new business to be considered by the Foundation must be placed on the Agenda before the Annual membership meeting or a called special meeting by submitting the new business to be proposed in writing to the Board of Directors at least two weeks prior to the scheduled meeting.

**11.12. Officers' Procedures:** The Following procedures shall be utilized:

**11.12.1. Enumeration of Officers:** The Officers of the Foundation shall be the President, Vice President, Secretary, and Treasurer. Other Officers may be created by resolution by the Board of Directors. The President and Vice President shall be Members of the Board of Directors.

**11.12.2. Election of Officers and Term:** Election of Officers shall take place at the first meeting of the Board of Directors each year and shall serve for one year or until his successor is duly elected and qualified, unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

**11.12.3. Resignation and Removal:** Any officer may be removed from office with or without cause by the Board. 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 receipt of such notice or a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**11.12.4. Job Descriptions of Officers:**

**11.12.4.1. President:** The President shall preside at all meetings of the Members and during meetings and formal activity of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all written instruments regarding the Foundation Properties and facilities and, subject to the terms and management agreement in effect, shall co-sign all checks and promissory notes, if any.

**11.12.4.2. Vice President:** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by him or her by the Board.

**11.12.4.3. Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep appropriate current records showing the Members of the Foundation together with their addresses, and shall perform such other duties as may be required of him or her by the Board.

**11.12.4.4. Treasurer:** The Treasurer, subject to the terms of any management agreement then in effect, shall receive and deposit in appropriate bank accounts, all monies of the Foundation and shall

disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes, if any, of the Foundation; keep proper books of account; cause an annual audit of the Foundation books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the regular annual meeting.

**11.13. Books and Records:** The books, records and papers of the Foundation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, By-Laws of the Foundation and Rules shall be available for inspection by any Member at the principal office of the Foundation.

## **ARTICLE XII - GENERAL PROVISIONS**

**12.1. Duration:** Covenant-directed.

**12.2. Amendment:** These By-Laws may be amended at any time and from time to time by the Board of Directors without the consent of the Membership if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or judicial determination which shall be in conflict therewith.

In addition to the above, these By-Laws may be amended upon the affirmative vote or written consent, or any combination thereof, of Members in good standing holding at least sixty-six and two-thirds (66 2/3) percent of the total eligible membership vote using **Voting which may be Delegated through Proxy or Representative**, (Article 3.2.2).

If legal action is not instituted to challenge the validity of these By-Laws or any amendment hereto within one (1) year of the amendment so stated, then such amendment or document shall be presumed to be validly adopted.

**12.3. Notices:** Except where stated otherwise herein, any notice required to be sent to any Member or Owner pursuant to any provision of the Covenants or these By-Laws may be served by depositing such notice in the mails, postage prepaid, and addressed to the Member or Owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Foundation and such service shall be deemed sufficient. The date of service shall be the date of mailing.

**12.4. Authority and Enforcement:** Covenant-directed.

**12.5. Fining and Suspension Procedure:** Covenant-directed and as follows.

**12.5.1. Notice:** Covenant-directed

**12.5.2. Hearing:** If a written request for hearing is received from the violator within fourteen (14) days of the date of the violation notice provided above, then the Board shall schedule and hold an Appeal Board

composed of the members described in Article 8.1.2 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 timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

**12.5.3. Additional Hearing:** Should the violator not be satisfied with the decision of the Appeal Board (as described in 12.5.2 above) after the written decision is rendered, he or she may, within fourteen (14) days of the decision date, request a final hearing by the Board of Directors. The Board of Directors shall schedule and hold a meeting affording the violator a reasonable opportunity to be heard by a quorum of the Board of Directors. 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 final hearing in the timeframe detailed in this paragraph above shall result in loss of the right to challenge or request reconsideration of the fines.

**12.5.4. Additional Enforcement Rights:** Covenant-directed.

**12.5.5. Failure to Enforce:** Covenant-directed.

**12.6. Partition:** Covenant-directed.

**12.7. Gender and Grammar:** Covenant-directed.

**12.8. Severability:** Whenever possible, each provision of these By-Laws shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**12.9. Captions:** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**12.10. Indemnification:** Covenant-directed.

**12.12. The Corporate Seal:** Covenant-directed.

**12.13. Security:** Covenant-directed.

**12.14. Electronic Records, Notices and Signatures:** Notwithstanding any other portion of these By-Laws, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Declaration of Covenants and By-Laws shall govern the giving of all notices required by this Declaration.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Foundation have executed this instrument and affixed the corporate seal this 29<sup>th</sup> day of April, 2008.



MARTIN'S LANDING FOUNDATION, INC.,  
A Georgia nonprofit corporation

By: [Signature] (SEAL)

Name: LISA SCHALLER

Title: PRESIDENT MARTIN'S LANDING FOUNDATION

Signed, sealed, and delivered this 29<sup>th</sup> day of April, 2008.

[Signature: Shirley C. Croce]  
NOTARY PUBLIC  
(Notary Seal)

WITNESS:

Debra A. Curere  
Printed Name (Witness)

[Signature: Debra A. Curere]  
Signature (Witness)





