

BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

BYLAWS

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BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.
A GEORGIA NON-PROFIT CORPORATION

The Administration of the Bull River Bluff Condominium and the Bull River Bluff Condominium Association, Inc., shall be governed by its Articles of Incorporation, these Bylaws, by the Georgia Condominium Act, (the "Act"), and by the Declaration.

1. Application of Bylaws.

All present and future unit owners, mortgagees, lessee and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, the Articles of Incorporation, these Bylaws, and all rules made pursuant hereto and any amendment thereof.

2. Association of Unit Owners.

The Bull River Bluff Condominium Association, Inc. is a non-profit corporation organized under the provisions of the Georgia Non-Profit Corporation Code. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of and agents for the unit owners in the manner specified by the Act, the Declaration or by these Bylaws is: "Bull River Bluff Condominium Association, Inc.", a Georgia non-profit organization.

3. Meetings of the Association.

3.1 The presence in person or by proxy at any meeting of the Association of unit owners holding at least thirty-three percent (33%) of the undivided ownership of the common areas and facilities in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that unit owners holding at least thirty-three percent (33%) of the undivided ownership of the common areas and facilities are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of unit owners present at such subsequent meeting will constitute a quorum. Unless otherwise expressly provided in the Declaration or the Articles of Incorporation, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.

< 3.2 There shall be an annual meeting of the Association on the third Thursday of January, at 7:00 P.M. . at the property *note* or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Directors delivered to the unit owners not less than twenty-one (21) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Board of Directors shall furnish to the unit owners: (i) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each unit owner, and (ii) a statement of the common

expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the unit owners who were not present at the annual meeting.

3.3 Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration or the Articles of Incorporation, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Directors, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date fixed for said meetings. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

3.4 Until The John Jones Company, herein called the Declarant, has conveyed units possessing eighty per cent (80%) of the undivided interest in the common elements of the condominium to persons other than Declarant or until seven (7) years after the date of recording of Declaration of Condominium, or until the Declarant elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

3.5 Robert's Rules of Order (latest edition) shall govern the meeting.

4. Officers.

4.1 All officers and employees of the Association shall serve at the will of the Board of Directors. The officers shall be a president, secretary and treasurer. The Board of Directors may appoint such other assistant officers as the Board of Directors may deem necessary. ~~No~~ Officers shall be ^{comprised of} unit owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Directors and may be removed and replaced by the Board of Directors. The Board of Directors may, in its discretion, require that officers (and other employees of the Association) be subject to fidelity bond coverage. Resignation of any officer shall be in writing directed to the Board of Directors which shall act promptly thereon.

4.2 The president shall be the chief executive of the Board of Directors and shall preside at all meetings of the unit owners and of the Board of Directors and may exercise the powers ordinarily assigned to and exercised by the presiding officer of an association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages, and contracts of material importance to its business. He shall do and perform all acts which the Board of Directors may require.

4.3 The secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Directors. In the absence or inability of the president, the secretary shall perform the functions of the president. *Temporarily*

4.4 The treasurer shall be responsible for the fiscal affairs of the Association, but *the board* may delegate the daily handling of funds and the keeping of records to a manager or ~~managing~~ *accounting firm* company.

4.5 The membership may ratify actions of the officers subsequent thereto and thereby give full force and effect to such actions as though approved in advance.

5. Board of Directors.

5.1 The management and maintenance of the property and the business, property and affairs of the Bull River Bluff Condominium Association, Inc., (the "Association") shall be managed by a Board of Directors consisting of five (5) members, who shall be unit owners. The Board of Directors shall be elected as provided in these Bylaws.

5.2 The Board of Directors shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, the Declaration, the Articles of Incorporation, and these Bylaws, including but not limited to the following:

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5.2.1 To make and enforce all house rules and regulations covering the operation and maintenance of the property.

5.2.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefore.

5.2.3 To operate, maintain, repair, improve and replace the common elements and facilities.

5.2.4 To determine and pay the common expenses.

5.2.5 To assess and collect the proportionate share of common expenses ^{*excluding maintenance fees*} from the unit owners. *Note*

5.2.6 To enter into contracts, deeds, leases, or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

5.2.7 To open bank accounts on behalf of the Association and to designate the signatures therefore.

5.2.8 To purchase, hold, sell, convey, mortgage or lease any one or more units in the name of the Association or its designee.

5.2.9 To bring, prosecute and settle litigation for itself, the Association, and the property, provided that it shall make no settlement which results in a liability against the Board of Directors, the Association or the property in excess of \$1,000,000 without prior approval of unit owners owning a majority interest of the common elements and facilities.

5.2.10 To obtain insurance for the Association with respect to the units and the common areas and facilities, as well as Workmen's Compensation Insurance.

5.2.11 To repair or restore the property following damage or destruction, or a permanent taking by the power of, or the power in the nature of, eminent domain, or by an action or deed in lieu of condemnation, not resulting in the removal of the property from the provisions of the Act.

5.2.12 To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the unit owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Board of Directors and in the operation of the property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.

5.2.13 To keep adequate books and records.

5.2.14 To borrow funds and enter into promissory notes. Note

5.2.15 To have a corporate seal.

5.2.16 To approve and sign checks and issue payment vouchers.

5.2.17 To pay off liens against any portion of the property.

5.2.18 To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any unit of the same is necessary to with

protect or preserve the property, provided, however, that the management shall operate no other business for profit.

5.3 The Board of Directors may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in paragraph 5.2 above except: the final determination of common expenses, budgets and assessments based thereon, the promulgation of house rules and administrative rules and regulations, the power to enter into any contract involving more than \$1,000 in any one fiscal year, the opening of banking accounts, the power to purchase, hold, sell, convey, mortgage or lease any units in the name of the Association or to bring, prosecute or settle litigation.

5.4 Members of the Board of Directors, the officers and any assistant officer, agents and employees of the Association (i) shall not be liable to the unit owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal liability in contract to a unit owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any unit owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the property, which might in any way be assessed

against or imputed to them as a result or by virtue of their capacity as such.

5.5 The unit owners shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more unit owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board of Directors or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense, shall be attributable to his willful misconduct or bad faith; provided, in the case of any settlement, that the Board of Directors shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of unit owners or of the Board of Directors or otherwise. The indemnification by the unit owners as contained herein shall be paid by the Board of Directors on behalf of the unit owners and shall constitute a common expense and shall be assessed and collectible as such.

5.6 Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect the members of the Board of Directors for the forthcoming year. At

least thirty (30) days prior to any annual meeting of the Association, the Board of Directors shall select from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Directors), who shall recommend to the annual meeting one nominee for each position on the Board of Directors to be filled at that particular annual meeting. Nominations for positions on the Board of Directors may also be made by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating his willingness to serve as a member of the Board of Directors if elected. Members of the Board of Directors shall be unit owners, and must be natural persons and residents of the State of Georgia. ?

5.7 Members of the Board of Directors shall serve for a term of two (2) years; provided, however, that two members of the Board of Directors elected at the first annual meeting shall serve for an initial term of one (1) year and the three other members shall serve for initial terms of two (2) years. The terms of no more than three members will end each year. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Board of Directors who fails to attend three consecutive Board of Directors meetings or fails to attend at least twenty-five percent (25%) of the Board

of Directors meetings held during any calendar year shall forfeit his his membership on the Board of Directors.

5.8 Any member of the Board of Directors may resign at any time by giving written notice to the president of the Association or the remaining members of the Board of Directors. Any member of the Board of Directors may be removed from membership on the Board of Directors by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal, or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for *note* the unexpired term, if any.

5.9 The members of the Board of Directors shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, than any member of the Board of Directors may be employed by the Association in another capacity and receive compensation for such employment, if otherwise allowed.

5.10 The meetings of the Board of Directors shall be held at such places within the State of Georgia as the Board of Directors shall determine. Three (3) members of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of

the Board of Directors immediately following the annual meeting of the Association.

5.11 Regular meetings of the Board of Directors may be held without call or notice.

5.12 Special meetings of the Board of Directors may be called by the president or by any two members of the Board of Directors. The person or persons calling a special meeting of the Board of Directors shall, at least three (3) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; or, if an agenda is prepared for such meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.13 Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting except if a Board of Directors member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required on any business may be transacted at such meeting.

5.14 After the election of the members of the Board of Directors at the first annual meeting of the Association, they shall execute, acknowledge and record an affidavit stating the

names of the members of the newly elected Board of Directors. Thereafter, any two (2) persons who are designated of record as being members of the most recent Board of Directors (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Directors. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.15 The fiscal year shall be determined by the Board of Directors.

5.16 The membership may ratify actions taken by the Board of Directors subsequent to such actions and thereby give such action the full force and effect as though approved in advance.

6. Common Expenses: Assessments.

6.1 All assessments shall be made and collected in accordance with this paragraph and the provisions of paragraph 7 hereof.

6.2 Each owner shall be liable for a proportionate share of the common expense, such shares being the same as the percentage of undivided interest in the common areas and facilities, appurtenant to the unit owned by the unit owner as set forth in the Declaration.

6.3 Within thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall estimate the common expenses and capital contributions for the following year. The estimated capital contributions may include such amounts as the Board of Directors may deem proper for general working capital for the general operating reserve, for a reserve fund for replacements and major maintenance and shall take into account any expected income, surplus, or deficit in the common expenses for any prior year. These estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the unit owners in proportion to their percentage of undivided interest in the common areas and facilities as set forth in the Declaration. If the estimated common expenses prove inadequate for any reason, including nonpayment of any unit owner's assessments, the Board of Directors may, by resolution duly adopted, make additional assessments, which shall be assessed to the unit owners in the same manner as the estimated common expenses. Each unit owner shall be obligated to pay to the Board of Directors assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate, notwithstanding the above, the Declarant shall pay assessments only on units owned by the Declarant for which certification of occupancy have been issued. The funds received by the Board of Directors from assessments shall be kept in either the capital account or in the common expense fund and shall be expended by the Board of

Directors only in accordance with the provisions of the Act, the Declaration, and these Bylaws.

6.4 The failure by the Board of Directors before the expiration of any year to estimate the common expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws, or a release of the unit owner from the obligation to pay any past or future assessments, and the estimated common expenses fixed for the previous and current year shall continue until a new estimate is fixed.

6.5 No unit owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit.

6.6 The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common areas and facilities, specifying and itemizing the maintenance, repair, and replacement expenses of the common areas and facilities and any other expenses incurred. In accordance with the actions of the Board of Directors assessing common expenses against the units and the unit owners, the treasurer shall keep an accurate record of such assessments, and of the payments thereof by each unit owner. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer. At the close of each fiscal year, the books and records of the Board of Directors shall be audited by a certified public accountant approved by the Association. The books and

accounts of the Association shall be available for inspection at the office of the Association by any unit owner or his authorized representative during the regular business hours.

6.7 There shall be no single improvement exceeding the sum of \$25,000 made by the Board of Directors without the same *note* having been first voted on and approved by two-thirds (2/3) majority of those votes and units present in person or by proxy of the Association at a meeting duly called for that purpose. The foregoing shall not apply in connection with damage or destruction referred to in paragraph 12 of the Declaration or to such structural alterations, capital additions to, or capital improvements of areas and facilities or the property.

6.8 Amendments to this paragraph 6 shall be effective only upon unanimous written consent of the unit owners and their mortgages.

7. Collection of Assessments.

7.1 All common expense assessments shall be a separate, distinct, and personal liability of the owner of the unit at the time each assessment is made. The Board of Directors shall have the rights and remedies contained in the Act, the Declaration, the Articles of Incorporation and these Bylaws to enforce the collection of assessments for common expenses.

7.2 Any person who shall have entered into a written agreement to purchase a unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the unit and its owners, and if such statement does not reveal the full amount of the unpaid

assessments as of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former unit owner grantor shall remain so liable. Any such excess which cannot be promptly collected from the former unit owner, grantor shall be reassessed by the Board of Directors as a common expense to be collected from all unit owners, including without limitation the purchaser of the unit, his successors and assigns. The new unit owner shall, and the former unit owner shall not, be liable for any assessments made after the date of transfer of title to a unit, even though the common expenses for the expenses incurred or the advances made by the Board of Directors for which the assessment is made related in whole or in part to any period prior to that date.

7.3 In the event that title to a unit is transferred at a sheriff's sale pursuant to execution upon any lien against the unit, the Board of Directors shall give notice in writing to the sheriff of any unpaid Assessments for common expenses which are a lien against the unit, and for any expenses of or advances by the Board of Directors which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former unit owner against whom the execution was issued. The purchaser at such sheriff's sale and the unit involved shall not be liable for unpaid assessments for common expenses and for any expenses of or advances by the Board of Directors which become due prior to the sheriff's sale of the unit. Any such unpaid assessments which

cannot be promptly collected from the former unit owner shall be reassessed by the Board of Directors as a common expense to be collected from all of the unit owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments for common expenses which are a lien against a unit, and for any expenses of and advances by the Board of Directors, the Board of Directors may on behalf of all the unit owners purchase the unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Board of Directors.

7.4 In addition to the statements issueable to purchasers of units, the Board of Directors shall provide a current statement of unpaid assessments for common expenses and for any expenses of and advances by the Board of Directors in respect of the unit, to the unit owner, to any person who shall have entered into a binding agreement to purchase the unit, and to any mortgagee on request at reasonable intervals.

7.5 In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the Board of Directors cannot be promptly collected from the persons or entities liable therefore under the Act, the Declaration, the Articles of Incorporation, or by these Bylaws, the Board of Directors shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

7.6 Lien for unpaid assessments.

7.6.1 All sums assessed to any unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association pursuant to §41 of the Act (O.C.G.A. §44-3-109).

7.6.2 Such liens may be enforced by foreclosure by the Board of Directors in the same manner in which liens for improvements on real property may be foreclosed in Georgia. In any such foreclosure, the owner shall be required to pay the cost, and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the owner shall also be required to pay to the Board of Directors, any assessments against the unit which shall become due during the period of foreclosure. The Board of Directors shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

7.6.3 Any encumbrancer holding a lien on a unit may pay but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

7.6.4 The assessing body shall report to any encumbrancer of a unit any unpaid assessment remaining unpaid for longer than thirty (30) days after the same shall have become

due, provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

7.6.5 In any foreclosure of a lien for assessments, the unit owner subject to the lien shall be required to pay a fair rental value for the unit from the time of institution of action to foreclose until sale at foreclosure or until judgment rendered in the action is otherwise satisfied.

7.7 Personal Obligation Assessments.

The amount of any annual or special assessment against any unit shall be the personal obligation of the owner thereof to the Board of Directors. Suit to recover a money judgment for such personal obligation shall be maintainable by the Board of Directors without foreclosing or waiving the lien securing the same. No owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the common areas or by abandonment of his unit.

7.8 In addition to and not limited by any other remedy provided for herein, the Board of Directors may restrict or deny the use and enjoyment of any common area or facility to any owner, his family, guests, or assigns, who is delinquent in the payment of any regular or special assessment.

7.9 If the unit owner shall, at any time, let or sublet his unit and shall default for a period of one month in the payment of assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner the rent due or

becoming due, and the payment of such rent to the Board of Directors shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.

7.10 Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or at such rate of interest as may be set by the Board of Directors, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due. (10%)

8. Litigation.

8.1 If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense, provided, however, that if such action is brought against the unit owners or against the Board of Directors, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners, the plaintiff's expenses, including counsel's fees, shall not be charged to or borne by the other unit owners, as a common expense, or otherwise.

8.2 Complaints brought against the Association, the Board of Directors, or the officers, employees, or agents thereof, in their respective capacities as such or the property as a whole, shall be directed to the Board of Directors, which

shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Directors, and the unit owners and mortgagees shall have no right to participate other than through the Board of Directors.

9. Abatement and Restraint of Violations by Unit Owners.

The violation of any house rules or administrative rules or regulations adopted by the Board of Directors or the breach of any provision contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws.

9.1 To enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner or trespass; or

9.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

10. Special Committees.

The Board of Directors by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committees shall keep regular

minutes of their proceedings and report the same to the Board of Directors when required. The members of such special committee or committees designated shall be appointed by the Board of Directors or the president. The Board of Directors or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

11. Membership and Voting.

The members of the Association shall be the fee owners of the units. The Board of Directors shall maintain a list of owners which shall be updated on a regular basis. Disputes over the membership list shall be resolved by reference to the Official Records of Chatham County Clerk's Office. At any meeting of the Association of Unit Owners, each Residential unit owner, including Declarant, either in person or by proxy, shall be entitled to four votes for each unit owned and each Garage Unit owner shall be entitled to one vote. If there is more than one unit owner with respect to a particular unit, any or all of such unit owners may attend any meeting of the Association, but it shall be necessary for all such unit owners present to act unanimously in order to cast the votes pertaining to their unit. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five (5) days prior thereto. Proxies for special meetings of the Association must be of record with the secretary at least two (2) days prior to such meeting. In voting for members of the Board

of Directors, cumulative voting is allowed. In all other matters, cumulative voting shall not be allowed.

12. Notices, Waiver of Notice.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U. S. Postal Service, postage prepaid, return receipt requested. Notice to unit owners shall be addressed to each unit owner at the address given by such unit owner to the Board of Directors for the purpose of service of such notice or to the unit of such unit owner if no such address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors. Notice to the Board of Directors shall be addressed to:

John Jones

P. O. Drawer 1198

St. Simons Island, Georgia 31522

Any unit owner may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

13. No Waiver.

The failure of the Board of Directors or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of the Declaration or Bylaws, or to exercise any right or option herein

contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future, of such terms, covenant, condition, or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors or its contractor of the payment of any assessment from a unit owner with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

14. Amendment of Bylaws.

14.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by a majority of the entire membership of the Board of Directors and by a majority of the votes of the entire membership of the Association. Until the first election of directors, all directors must approve any amendment.

14.3 No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owners' share of the common expenses, nor change the voting rights of members, unless the record unit owner of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment.

14.4 A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when all requirements of 14.2 of this Article have been complied with.

15. Severability.

The provisions hereof shall be deemed, independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

16. Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provisions hereof.

17. The foregoing were adopted as the Bylaws of Bull River Bluff Condominium Association, Inc., a non-profit corporation under the laws of the State of Georgia, at the first meeting of the Board of Directors on the 31st day of October, 1986.

Janie P. Byrd

Secretary