

**AMENDED AND RESTATED BYLAWS OF GRAND HAVEN AT ALCOVY
MOUNTAIN HOMEOWNERS ASSOCIATION, INC.**

This **AMENDED AND RESTATED BYLAWS OF GRAND HAVEN AT ALCOVY
MOUNTAIN HOMEOWNERS ASSOCIATION, INC.** is made this 13 day of August
2024, by the Grand Haven at Alcovy Mountain Homeowners Association, Inc. (the Association),
a Georgia nonprofit corporation.

WITNESSETH:

WHEREAS, the Members of the Association desire to amend the Bylaws and create a
new Amended and Restated Bylaws;

WHEREAS, Article 6, Section 6.5 of the Bylaws provides that the Bylaws may be
amended by a two-thirds (2/3) of the Total Association Vote; and

WHEREAS, the Amended and Restated Bylaws were approved by at least two-thirds
(2/3) of the Total Association Vote.

NOW, THEREFORE, pursuant to the powers set forth in Article 6, Section 6.5 of the
Bylaws, and in accordance with the provisions of that Section and the Georgia Nonprofit
Corporation Code, the Association hereby amends the Bylaws as follows:

1.

The Bylaws and any prior amendments to the Bylaws are hereby stricken in their entirety
and the following is simultaneously substituted therefore:

BYLAWS

OF

GRAND HAVEN AT ALCOVY MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

Article I. General.

Section 1. Applicability. These Bylaws provide for the self-government of the Grand
Haven at Alcovy Mountain Homeowners Association, Inc. in accordance with the Articles of
Incorporation filed with the Secretary of State and the Declaration of Protective Covenants,
Conditions, Restrictions and Easements at Grand Haven at Alcovy Mountain.

Section 2. Name. The name of the corporation is Grand Haven at Alcovy Mountain
Homeowners Association, Inc. ("Association").

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

Section 4. Membership. An Owner of a Lot shall automatically become a Member of the Association upon taking title to the Lot and shall remain a Member for the entire period of ownership. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or person, then any natural person who is an Officer, Director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Lot shall be entitled to the voting rights provided for in the Declaration including the allocation of voting rights established by a specific class. To the extent consistent with the Declaration, each Lot will be entitled to one (1) equally weighted vote, which vote may be cast by the Owner, the Owner's spouse or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) Co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such Co-owner is authorized on behalf of all Co-owners to cast the vote for such Lot. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Person's vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as proxy for any other member or to be elected to the Board of Directors, if that Member is not a Member in Good Standing. If the voting rights of a Member have been suspended, that Member shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum (as defined in Article II, Section 5), or for any other purpose.

Section 7. Majority. As used in these Bylaws, the term "Majority" shall mean those votes, Owners, or other groups as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the term "Majority vote" means more than fifty percent (50%) of those eligible votes cast in person or by proxy. Except as otherwise specifically provided in the Declaration or in these Bylaws, all decisions shall be by Majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Community and performing all of the other acts that may be required to be performed by the Association pursuant to the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 9. Electronic Documents and Signatures.

- (a) Documents. Whenever these Bylaws require that a document, record, or instrument be "written" or in "writing," the requirement is deemed satisfied by an Electronic Document. "Electronic Document" means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as an email, web pages, electronic documents, facsimile transmissions, etc. Records, documents, and instruments shall not be denied effect or validity solely on the grounds that they are electronic.
- (b) Signatures. Whenever these Bylaws require a signature, an electronic signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and the Electronic Document has not been modified since the signature was affixed.
- (c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature, document, record, proxy, or instrument. Pending verification, the Board may refuse to accept any Electronic Signature, document, record, proxy, or instrument which, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document which the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly, or intentionally submits any falsified Electronic Document or unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Section 10. Conduct of Meetings. At all meetings of the Association, Robert's Rules of Order (latest edition) may govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation. However, the Board may choose to conduct matters informally where deemed appropriate in the sole discretion of the Board.

Article II. Meeting of Members.

Section 1. Annual Meetings. Annual Meetings shall be set by the Board so as to occur sixty (60) days before or after the close of the Association's fiscal year or at such other time as the Board deems appropriate. Meetings may be in person or by other electronic means with the location being in the sole discretion of the Board.

Section 2. Special Meetings. Special Meetings of the Members may be called for any purpose at any time by the President or by request of any two (2) or more members of the Board of Directors. Special Meetings also may be called upon written petition of Owners holding at least twenty-five percent (25%) of the total eligible Association Vote. For any purpose on which the Members are authorized to vote under the Bylaws or the Declaration. Any such written petition by the Members must identify the purpose on each page thereof, and the original signed petition be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time, and location of the meeting (which is not required to be the date, time, or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meetings called pursuant to written petition shall be set at a date, time, and location determined by the Board, within ninety (90) days of the date of the petition.

Section 3. Notice of Meetings. The Board shall mail via first-class mail, postage prepaid or provide via hand delivery, or send via electronic mail, to each Owner of record of a Lot or to the Owner at the address of the Lot itself, a notice of each Annual or Special Meeting of the Association not less than ten (10) nor more than sixty (60) days prior to each Annual or Special Meeting or shall deliver such notices in a reasonable period prior to such meetings if these specific notice periods cannot be met. The notice of the Annual Meeting shall state the time and place of the meeting. The notice of a Special Meeting shall state the purpose of any Special Meeting, as well as the time and place where it is to be held. If any Owner wishes notice to be given to him or her at an address other than his or her Lot, the Owner shall designate that address in writing to the Secretary, or duly appointed management agent. If an Owner does not provide an alternate address in writing to the Association through its Secretary or management agent, then the address of the Lot shall be the proper address for sending all notices or correspondence regardless of whether those notices are actually received by the Owner. The mailing or delivery of a notice of meeting, in the manner provided in this Section, shall be considered proper service of notice.

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

Section 5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy at the beginning of the meeting entitled to cast twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action. A quorum shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement or for any other purpose. A vote by written proxy shall be considered the equivalent of the personal appearance of each Owner voting by proxy. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding thirty (30) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. However, proxies may not be used in the election of the Board of Directors, except as provided for in Article III in uncontested Director positions. A vote by proxy shall be the equivalent of the physical appearance of the Owner voting by proxy for all purposes. To be valid, a proxy must be signed, dated, and filed with the Secretary, or duly appointed management agent, prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery or U.S. mail to any Board member or management agent. Proxies may be revoked only by written notice delivered to the Secretary of the Association, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy; and (c) a proxy given to the secretary or duly appointed management agent after the votes have been tabulated and finalized shall not be counted. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. The Board shall have the sole authority to determine the authenticity of any proxy.

Section 8. Action Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any Annual, Regular, or Special Meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

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

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of Directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. Failure to include any or all of these items, however, shall not be a basis to invalidate any vote. A written ballot may not be revoked once submitted. The Association shall maintain such ballots in its file for at least one (1) year. After one (1) year, all votes taken or matters determined shall be conclusively valid and shall not be subject to review.

- (b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the action(s) taken are received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board may issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after the measure is passed or such other effective date as provided for; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Article III. Board of Directors.

A. Composition and Selection

Section 1. Governing Body and Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors shall be Members of the Association, or such Persons as otherwise provided for in the Declaration; provided, however no Person and his or her Co-owners may serve on the Board at the same time. No Persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the book and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association. Directors must reside within the Association in order to be eligible to serve or to continue to serve.

Section 2. Number of Directors and Term of Office. The Board shall consist of at least five (5) Directors. Directors shall be elected to serve two (2) year terms. Every effort should be made to fill all five (5) positions. In the event that the Election Committee is unable, after a reasonable, diligent effort, to enlist sufficient nominees to serve as Directors so as to assure the continued presence of five (5) Directors, as required by this Section, the Election Committee shall report, in writing, it's findings to the Board and to the Members; and if sufficient nominees are still not enlisted after thirty (30) days following the Election Committee's Report the number of required Directors shall revert automatically back to three (3) Directors until such time that the Election Committee shall enlist, and the Membership shall elect, sufficient Directors to fulfill the five (5) Directors requirement of this Section. Directors shall hold office for the term for

which he or she was elected and until his or her successors are duly elected or until his or her earlier resignation, death, or removal.

Section 3. Nominations. Directors shall be nominated by the Elections Committee as described in Section 6. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes. There shall be no nominations from the floor.

Section 4. Elections. All Members of the Association eligible to vote shall be entitled to cast their entire vote for each Directorship to be filled. There shall be no cumulative voting. The Directorships for which elections are held shall be filled by the number of candidates receiving the most votes. Voting for elections of Board Members shall be by written ballot at the Annual Meeting as further described below. If the quorum requirements are not met the existing Board of Directors may select, by majority vote of the Board of Directors, the person to serve in each Directorship that is to be filled.

Section 5. Election Committee. The Board of Directors shall select an Election Committee Chairperson. The committee shall consist of five (5) to Seven (7) volunteers to manage the HOA Board Election. The Committee Chairperson will follow and facilitate the Election Process as stated in Section 6 below and will keep the Board informed. THE ELECTION COMMITTEE SHALL CONDUCT THEIR CANDIDATE IDENTIFICATION, SELECTION, AND NOMINATION ACTIVITIES IN A FAIR, IMPARTIAL, AND UNBIASED MANNER.

Section 6. Election Process. The Election process will be initiated by the Board of Directors and accomplished by the Election Committee. The process will be as follows: 1) The current Board of Directors shall announce at the August HOA Board Meeting the number of Director positions that need to be filled and the Election Committee will begin September 1st accepting applications with a short resume. The application deadline shall be set for the end of the September HOA meeting. Upon review of the applications received, the Election Committee will determine if there are no contested seats. In which case the committee will submit the list of candidates to membership at the next owner's meeting after the Meet and Greet for adoption. 2) The Election Committee shall schedule a Meet and Greet the Candidates to occur within the first 7 days of October. In the event there are contested seats, the Election Committee will have ballots (1 per household) available to be picked up and signed for by homeowners to verify receipt of a ballot. Ballots will consist of the nominees. 3) Any Owner that did not receive a ballot after the Meet and Greet will be hand delivered their ballot by a member of the Election Committee if possible, if this fails the ballot will be mailed. 4) Ballots shall be turned in at the Annual Meeting (later part of October) or placed in a locked, secured vote box located in the Club House prior to the counting of ballots. 5) At the Annual Meeting, the ballots shall be counted by a Representative of the Management Company, if applicable, and verified by the Election Committee Chairperson.

Section 7. Removal of Members of the Board of Directors. At any Regular or Special Meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed with or without cause by a Majority of the total eligible Association vote, and a successor may then and there be elected to fill the vacancy thus created. Votes to remove an existing Director must be cast in person at the meeting called for this purpose and cannot be cast by proxy. Any Director whose removal has been proposed by the membership shall

be given at least ten (10) days' notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Further, any Director who is more than thirty (30) days past due in payment of any assessment or charge may be removed from the Board of Directors by Majority vote of the full Board of Directors, even if the Director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 7 below. Any Director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a Majority of the other Directors. Any Director who no longer resides within the Association may be removed by the vote of a Majority of the other Directors.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason, except the removal of a Director by vote of the membership, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the Director being replaced.

Section 9. Compensation. Directors shall not be compensated for services. Directors may be reimbursed for the expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board of Directors. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

Section 10. Director Conflicts of Interest. Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board and the contract is approved by a Majority of Directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the Director with whom the contract is made. The interested Director shall not count for the purpose of establishing a quorum of the Board. The interested Director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other Director to leave the room during the discussion.

B. Meetings

Section 1. Organization Meetings. The Board of Directors shall endeavor to meet within ten (10) days following each Annual Meeting of the Association, at a time and place determined by the Board. However, the Board may meet at such other times as it deems appropriate.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every quarter. Meetings may be in person, on the telephone, or by other electronic means.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each Director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) Directors.

Section 4. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all Directors are present at any Board meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and all votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the Directors consent to such action in writing, sent via hand delivery, facsimile, regular first-class mail or electronic mail. Such written consents must describe the action taken and be signed by no fewer than a Majority of the Directors and such written consent or consents shall be filed with the minutes of the Board of Directors. Electronic consent via email shall satisfy this section.

Section 7. Telephonic or Electronic Participation. One or more Directors may participate in and vote during any Regular or Special Meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those Directors participating by telephone shall be deemed to be present at such meeting for quorum and other purposes. Any votes or matters conducted via email shall also constitute a meeting and any votes tabulated via email shall be valid just as if the Board met in person or via telephone. Any such meeting at which a quorum participates, whether in person, by phone, or electronically, shall constitute a regular meeting of the Board for the purposes of satisfying the requisite number of meetings.

C. Powers and Duties

Section 1. Power and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, Association property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A §14-3-202, using the proceeds to administer the Association, and hiring attorneys or other personnel to assist in collecting assessments;

(f) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default on the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(g) making and amending rules and regulations governing the use of Lots, the Common Property, and any other area within the Association and imposing sanctions for violation thereof including, without limitation, reasonable monetary fines;

(h) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(i) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(j) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it by restricting or eliminating access to any Common Property for any Member who is delinquent in the payment of any assessment or other charge or who is in violation of any provision of the Declaration of Covenants, Bylaws, or other rule or regulation, and/or by bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(k) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

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

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

(n) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements;

(o) authorizing contracts on behalf of the Association. The Association should endeavor to obtain 2-3 bids for projects over \$35,000.00;

(p) taking any other action in order to effectuate the goals and overall intent of the Declaration and these Bylaws.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board may delegate any and all authority under the Declaration or these Bylaws to a management agent as the Board deems appropriate.

Section 3. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Property and facilities without the approval of the Members of the Association; the Board shall also be authorized to borrow money for other purposes; provided, however, the Board shall notify the membership of the purpose and amount of the borrowing.

Section 4. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every Officer, Director, and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Officer, Director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an Officer, Director or committee member, whether or not such person is an Officer, Director or committee member at the time such expenses are incurred subject to the limitation below. The Officers, Directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Officer, Director or committee member in the performance of his or her duties. The Association, in determining whether or not to indemnify an Officer, Director or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the Officer, Director or committee member. The Officers, Directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer, Director, or committee member free and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director or committee member or former Officer or Director, may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, Officers' and Directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Architectural Control Committee. The Board may establish and maintain an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Community as provided in the Declaration. If the Board does not establish such a committee, it may act as the Architectural Control Committee in its place.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize. A Board member will be assigned to each Advisory Committee for oversight purposes.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President or his designee and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named. Committee members and other Members appointed by the Board may be reimbursed for actual expenses incurred in the performance of their duties, subject to prior Board approval. Committee members shall not be entitled to compensation.

Article IV. Officers.

Section 1. Designation. The principal Officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. However, not all positions are required to be filled and may be filled by one person serving in multiple capacities. The Officers shall be elected from among the members of the Board of Directors. Each Officer shall, before taking office, acknowledge that such Officer has read the Declaration and Bylaws, including in particular the obligations and responsibilities of the office to which such Officer has been elected and that such Officer shall devote such time as may be necessary to carry out the duties, obligations, and responsibilities of said office in a businesslike manner and in a timely fashion.

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

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

Section 4. Term. The Officers of this Association shall be elected annually by the Board and shall serve a one (1) year term unless such Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5. Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, 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, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 7. President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the Members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 8. Vice President. The Vice President shall act in the Presidents absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 9. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to that office of the secretary of a corporation organized under Georgia Law. This shall include maintaining ongoing record of all approved motions.

Section 10. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer is responsible for the oversight of the preparation and notification duties associated with the above responsibilities to a management agent. The Treasurer shall annually develop preliminary Operating and Reserve expenditure budgets for presentation to Board and upon Board approval, presentation it to Association.

Section 11. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 12. Agreements, Contracts, Deeds, Leases etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least one (1) Director or Officer. Any such agreement may also be executed by such other person or persons as may be designated by resolution of the Board of Directors.

Article V. Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration, Georgia Law, and these Bylaws. The Board of Directors shall have the authority to enforce the provisions of the Declaration and the provisions of these Bylaws. The Board of Directors shall have the authority to make, modify, repeal, and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Areas.

Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws, or Rules and Regulations.

In the event of a violation of any provision of the Covenants, Bylaws, Rules or Regulations, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot and shall constitute the personal obligation of each Owner. The Board shall also have the authority to suspend an Owner's right to vote for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder. The Board shall have the power and authority to suspend, restrict, or eliminate any Owner's access to any Common Property for any violation of these Bylaws, the Declaration, or any other rule or regulation promulgated hereunder. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 2 below. In recognition of the fact that individual Board members and circumstances may change, the failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 regarding the suspension of voting rights shall not be necessary if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in assessments due the Association, in which case suspension of the right to vote shall be automatic.

- (a) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated and the Board wishes to impose a sanction, the Board shall send the violator written notice identifying the violation and the sanction being imposed. The Board may assess such fines or sanctions as it deems appropriate for the violation of the terms of the Declaration of Protective Covenants and/or Bylaws or Rules and Regulations. The typical rate of fines to be imposed by the Association will usually be \$100.00 per week or \$25.00 per day (adjusted for inflation from the

date of the recordation of the Covenants on October 27, 2017) depending upon the violation. However, the Board may determine such other fines as are warranted under the circumstances. Fines may be imposed effective the first date that a violation is committed.

- (b) Waiver of Right to Contest Fines. If a violator wishes to contest a fine, the violator must send written notice of his or her opposition to the fine to the Association via the contact information provided on the written notice of the violation within ten (10) days of the date on which the notice of violation was mailed to the violator. If a violator does not send written notice to the Association via the information contained in the notice of the violation within the time period required, then the violator will waive his or her right to later contest or otherwise oppose the duly noticed fine. The Board shall have no affirmative obligation to respond or otherwise acknowledge any notice of opposition sent by a violator and the sending of such notice by the violator shall in no way affect the validity of the fine.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner and/or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred (which shall include any reasonable contingency fee).

The Association or its duly authorized agent shall have the power to enter a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner. Additionally, the Association shall have the authority to record in the Walton County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding the Lot.

Article VI. Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws or the Declaration, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid, facsimile, or electronic mail:

- (a) If to an Owner, at the address or email address which the Owner has designated in writing and filed with the Secretary or Managing Agent, or if no such address has been designated, at the address of the Lot of such Owner;
- (b) If to an Occupant, at the address of the Lot occupied or email address designated in writing; or

(c) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. If such notice is sent to the Association, the Board of Directors, or the Management Agent, the notice must be sent via certified mail return receipt requested.

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

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

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

Section 5. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of such resolution by the Board of Directors, the fiscal year shall be the calendar year.

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

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Property Owners' Association Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies and no actual vote of the membership shall be necessary prior to such amendment.

Section 8. Amendment. These Bylaws may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least a Majority of the total Association vote. Amendments to these Bylaws shall become effective upon being adopted, unless a later effective date is specified in the amendment. The Board of Directors, without a vote of the members, may amend these Bylaws as is necessary to carry out the Boards duties and responsibilities described above.

If legal action is not instituted to challenge the validity of an amendment adopted under this Section within one month (or other period required by law) of the amendment's effective date, then such amendment shall be validly adopted and not subject to challenge.

Section 9. Books and Records.

- (a) All Members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member wishes to inspect and copy:
- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
 - (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
 - (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of Directors or the classification of Directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and
 - (iv) its most recent annual report delivered to the Secretary of State.
- (b) A Member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the Member wishes to inspect and copy only if the Member's demand is made in good faith and for a proper purpose that is reasonably relevant to the Member's legitimate interest as a Member; the Member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:
- (i) Accounting records of the Association; and
 - (ii) The membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the Members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

Any documents provided to an Owner in response to any request may only be used for the purpose stated in the written request. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

Notwithstanding anything to the contrary, the Board may limit or preclude Member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, ballots and/or proxies, and financial records or account information of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

Section 10. Non Liability. No Owner, occupant, visitor, guest, or other person shall have any claim for damages in their individual capacity against the Association, its Directors, or its Officers for any reason.

IN WITNESS WHEREOF, these Amended and Restated Bylaws of Grand Haven at Alcovy Mountain Homeowners Association, Inc. has been duly adopted by a majority vote of the Members of the Board of Directors and have executed and adopted they Bylaws on this 13 day of August, 2024.

[Signature]
President

Deane Chadwick
Secretary

Sworn and subscribed to before me this 13 day of August, 2024.

Tony R. Dobson
Notary Public Exp 9.9.25

Jarret E. Wingfield
Witness

[Seal]

