

EXHIBIT "C"

AMENDED AND RESTATED BYLAWS  
OF  
COUNTRY PARK CONDOMINIUM  
ASSOCIATION, INC.

May 10, 2012

Prepared by:  
Jay S. Lazega, Esq.  
Lazega & Johanson LLC  
3520 Piedmont Road, Suite 415  
Atlanta, Georgia 30305  
(404) 350-1192  
[jayl@condoandhoalaw.com](mailto:jayl@condoandhoalaw.com)  
[www.condoandhoalaw.com](http://www.condoandhoalaw.com)



- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	
1. Applicability .....	1
2. Name .....	1
3. Definitions .....	1
4. Membership .....	1
5. Entity Members .....	1
6. Voting .....	1
7. Majority .....	1
8. Purpose .....	2
9. Electronic Documents and Signatures .....	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings .....	2
2. Special Meetings .....	2
3. Notice of Meetings .....	2
4. Waiver of Notice .....	3
5. Quorum .....	3
6. Adjournment .....	3
7. Proxy .....	3
8. Action Taken Without a Meeting .....	3
9. Order of Business .....	4
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection.</u>	
1. Composition .....	4
2. Term of Office .....	4
3. Removal of Members of the Board of Directors .....	4
4. Vacancies .....	4
5. Compensation .....	4
6. Director Conflicts of Interest .....	4
7. Nomination .....	5
8. Elections .....	5
B. <u>Meetings</u>	
9. Regular Meetings .....	5
10. Special Meetings .....	5
11. Waiver of Notice .....	5
12. Conduct of Meetings .....	5
13. Open Meetings .....	5
14. Action Without a Meeting .....	5
C. <u>Powers and Duties</u>	
15. Powers and Duties .....	6
16. Management Agent .....	6
17. Borrowing .....	7
18. Liability and Indemnification of Officers, Directors and Committee Members .....	7

Table of Contents (Continued)

Page

D. Committees.

19. Committees ..... 7  
 20. Service on Committees..... 7

IV. OFFICERS

1. Designation ..... 7  
 2. Election of Officers..... 7  
 3. Removal of Officers ..... 7  
 4. Vacancies ..... 8  
 5. President ..... 8  
 6. Vice President..... 8  
 7. Secretary ..... 8  
 8. Treasurer ..... 8  
 9. Other Officers ..... 8  
 10. Agreements, Contracts, Deeds, Leases, Etc. .... 8

V. MISCELLANEOUS

1. Notices ..... 8  
 2. Severability ..... 9  
 3. Captions ..... 9  
 4. Gender and Grammar ..... 9  
 5. Fiscal Year ..... 9  
 6. Financial Review ..... 9  
 7. Conflicts..... 9  
 8. Amendment..... 9  
 9. Books and Records..... 9

**BYLAWS  
OF  
COUNTRY PARK CONDOMINIUM ASSOCIATION, INC.**

**Article I  
General**

**Section 1. Applicability.** These Bylaws provide for the self-government of Country Park Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Country Park, recorded in the Cobb County, Georgia land records ("Declaration").

**Section 2. Name.** The name of the corporation is Country Park Condominium Association, Inc. ("Association").

**Section 3. Definitions.** The terms used herein shall have their generally accepted meanings or the meanings specified in Paragraph 2 of the Declaration.

**Section 4. Membership.** An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. A member's spouse or Domestic Partner may exercise the powers and privileges of the member. If title to a Unit is held by more than one Person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Unit. 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 Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

**Section 5. Entity Members.** If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, 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 manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner.

**Section 6. Voting.** Each Unit shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse or Domestic Partner, or by a lawful proxy as provided below. When more than one Person owns a Unit, the vote for such Unit shall be exercised as they determine between themselves, but in no event shall more than one vote be cast with respect to any Unit. If only one co-owner, spouse or domestic partner attempts to cast the vote for a Unit, it shall be conclusively presumed that such person is authorized on behalf of all owners to cast the vote for such Unit. In the event of disagreement between co-owners, spouses and/or domestic partners and an attempt by two or more of them to cast such vote(s), such Persons shall not be recognized and such vote(s) shall not be counted.

No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, or to act as a proxy for any other member if that Owner is shown on the books or management accounts of the Association to be more than 30 days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for any reason. If an Owner's voting rights have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum, or for purposes of amending these Bylaws or the Declaration.

**Section 7. Majority.** As used in these Bylaws, the term "Majority," when capitalized, shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than 50% of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

**Section 8. Purpose.** The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, 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, and the Board shall have every right, power and privilege authorized or implied herein and under Georgia to effectuate such responsibility.

**Section 9. Electronic Documents and Signatures.**

(a) **Documents.** When authorized by the Board, any document, record or instrument required under the Declaration or these Bylaws to be "written" or "in writing" shall be 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 e-mail, web pages, electronic documents, facsimile transmissions, or similar electronic transmissions. 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 on a document, record or instrument, 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 that 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 or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or Electronic Document which, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Association 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, or rejecting any such item which the Board reasonably believes to not 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 actually incurred and expenses incurred as a result of such acts.

**Article II**  
**Meetings of Members**

**Section 1. Annual Meetings.** The regular annual meeting of the members shall be held each year with the date, hour, place, agenda and meeting rules of conduct to be set by the Board. No annual membership meeting of the Association shall be set on a legal holiday. The Board shall not be required to adjourn, reconvene or recall an annual meeting if the Board properly calls an annual meeting and a quorum is not established at that meeting.

**Section 2. Special Meetings.** Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two or more Board members, or upon written petition of at least 15% of all Association members. Any such written petition by the members must identify the special meeting purpose on each page of the petition and must be for a purpose on which the members are authorized to act under these Bylaws or the Declaration. The petition with original signatures must 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, at a date, time and location selected by the President, and the Secretary shall send notice of such meeting in accordance with these Bylaws and within 30 days of the date of delivery of the petition to the Secretary. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

**Section 3. Notice of Meetings.** The Secretary shall mail or deliver to each Owner of Units of record or to the Units a notice of each Association meeting at least 21 days prior to each annual meeting and at least seven days prior to each special meeting. The notice shall state the time and place of the meeting, and, for any special meeting, the purpose of the meeting. Mailing, delivering or giving notice as provided in this Section shall be considered proper service of notice.

**Section 4. Waiver of Notice.** Waiver of notice of an Association meeting 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 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 herein, the presence, in person or by proxy at the beginning of a meeting, of members (or their spouses or domestic partners) entitled to cast at least 20% of the total eligible Association vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

**Section 6. Adjournment.** Any meeting of the members may be adjourned for periods not exceeding 10 days by vote of the members holding a Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

**Section 7. Proxy.** Any Owner (or his or her spouse or Domestic Partner) entitled to vote may do so by written proxy. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before registration at the membership meeting for which it is to be used. The Board may accept proxies by whatever means it deems acceptable. A proxy is revoked only if: (1) the Owner giving the proxy attends the meeting in person and requests the proxy back during registration for the meeting (attendance alone does not invalidate the proxy); (2) the Owner giving the proxy signs and delivers to the Board a written statement revoking the proxy or substituting another person as proxy; or (3) before the proxy is exercised, the Board receives notice of the death or incapacity of the Owner giving the proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. No person, other than an Association director, may hold or vote more than five proxies at any Association meeting, in addition to his or her own vote.

**Section 8. Action Taken 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 by written consent, written ballot, or electronic vote, as provided below.

(a) **Ballot.** If the Board elects to propose a membership action by ballot in lieu of a meeting, then the Board must submit or deliver a written ballot to every member entitled to vote on the matter, and the ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. However, such requirements shall not apply to action by written consent in accordance with subsection (b) below, and only the Board may authorize action by ballot hereunder. When the Board authorizes ballot voting under this subsection (a), ballots may be delivered to the members and/or returned by members by electronic mail. 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 cast 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. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

(b) **Written Consent.** Approval by written consent in lieu of a meeting shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records, and the Board may accept properly authenticated documents sent by electronic mail as written consents hereunder. Membership approval shall be effective 10 days after written notice is issued; 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. It shall not be necessary to follow the procedural requirements of subsection (a) above to take action by written consent under this subsection (b).

(c) **Notice to Members of Approval.** If an action of the Association membership is approved by written ballot or written consent, the Board of Directors shall issue notice of such approval to all Owners.

**Section 9. Order of Business.** The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all membership meetings. The Board of Directors may establish rules of conduct and the order of business for all membership meetings. When not in conflict with the Declaration, these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Roberts Rules of Order (latest edition) shall govern all membership meetings. The Board may order the removal of anyone attending a membership meeting who, in the opinion of the Board, disrupts the conduct of business at such meeting.

### **Article III** **Board of Directors**

#### **A. Composition and Selection.**

**Section 1. Composition.** The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five persons. The directors shall be Owners of Units who have been Owners for at least six months prior to the election date, or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her co-Owner, spouse or Domestic Partner may serve on the Board at the same time. If, at the time of an election, a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights for a Unit have been suspended, no person representing such Unit shall be eligible for election to the Board.

**Section 2. Term of Office.** Those directors serving on the Effective Date of these Amended and Restated Bylaws shall remain in office until the terms for which they were elected expire or until they resign. Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present, or by ballot in lieu of a meeting as provided above. Those persons receiving the most votes shall be elected to the number of positions to be filled. All successor directors shall be elected for two year terms and shall hold office until the first Board meeting following the election of their respective successors or until such director resigns or is removed as provided herein. Newly elected directors shall begin their terms at the conclusion of the first Board meeting following their election. At the expiration of a director's term of office, if a successor cannot be elected for any reason, the existing director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns.

#### **Section 3. Removal of Members of the Board of Directors.**

##### **(a) Removal by the Owners.**

At any duly called membership meeting, for which the notice given called for a vote to remove any director(s), such director(s) may be removed with or without cause by Owners holding a majority of the total eligible Association vote. A successor may then and there be elected to fill the vacancy created. Any director whose removal has been proposed by the Association membership shall be given an opportunity to be heard at the meeting. To ensure a director has a chance to present a statement to the membership, the Owners' vote to remove a director cannot be accomplished by written ballot in lieu of a meeting or written consent.

**(b) Removal by the Board of Directors.**

Any director may be removed by the vote of the other Association directors if: (1) he or she is absent from three or more meetings of the Board of Directors in any fiscal year; (2) his or her Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge; (3) the voting rights for his or her Unit have been suspended; (4) he or she was appointed by the other directors to fill a vacancy; or (5) her or she files any legal action, counterclaim or administrative action against the Association, any Association director or officer, in his or her capacity as such, or the Association's managing agent.

**Section 4. Vacancies.** Vacancies in the Board 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 Board meeting. The successor so selected shall hold office until the first annual Association meeting following such appointment, at which time an election shall be held to elect a successor to fill the remainder of the term, if any, of the director position that was filled by such appointment.

**Section 5. Compensation.** Directors shall not be compensated for services performed as directors unless approved by a Majority of the total Association membership. Notwithstanding the above, directors may be reimbursed for the authorized expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

**Section 6. 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 a director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a Board meeting at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not be counted for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but must leave the room during the discussion on such matter.

**Section 7. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the meeting, or, if elections are conducted by mail-in ballot or electronically in lieu of a meeting, by the method and date prescribed by the Board. The Board also may appoint a nominating committee to make nominations prior to the meeting. Each nominee shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election.

**Section 8. Elections.** Directors shall be elected at the annual membership meeting or by mail-in or electronic ballot in lieu of such meeting. If elections are held at the annual membership meeting, voting shall be by written ballot, unless dispensed with by unanimous consent or unless a slate of candidates is unopposed and is accepted by acclamation. The nominees receiving the most votes shall fill the directorships for which elections are held. There shall be no cumulative voting.

**B. Meetings.**

**Section 9. Regular Meetings.** Regular Board meetings shall be held at least every three months at such time and place as determined by the Board. The Board shall meet with the newly elected directors within 10 days after each annual meeting of the membership.

**Section 10. Special Meetings.** Special Board meetings may be called by the President on two days' notice to each director given by mail, in person, by telephone, by e-mails or by facsimile transmission, which notice shall state the time, place and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice at the written request of at least a Majority of the directors.

**Section 11. Waiver of Notice.** Any director may in writing, at any time, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting



also shall 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 12. Conduct of Meetings.** The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast at least one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other. Directors may not participate in Board meetings by proxy.

**Section 13. Open Meetings.** If the Board provides for Board meetings or portions thereof to be open to members, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

**Section 14. Action Without a Meeting.** Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. Such written consents must describe the action taken, be signed by no fewer than a Majority of the directors, and be filed with the Board minutes. For purposes hereof, written consents of directors may be given by electronic mail or other electronic document.

**C. Powers and Duties.**

**Section 15. Powers and Duties.** The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

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

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

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in the Declaration;

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

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violations thereof, including reasonable monetary fines;

- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Elements after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association; and
- (m) contracting with any Person for the performance of various duties and functions.

**Section 16. 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 shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than 30 days written notice, and provide for a term not in excess of one year.

**Section 17. Borrowing.** The Board of Directors, on behalf of the Association, shall have the power to borrow money for any purpose without the approval of the Association membership.

**Section 18. 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 attorneys' 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 limitations 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, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director 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, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund such obligation, and such insurance shall be written as provided in the Declaration.

**D. Committees.**

**Section 19. Committees.** There shall be such committees as the Board shall determine with the powers and duties that the Board shall authorize.

**Section 20. 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 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.

#### **Article IV** **Officers**

**Section 1. Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President, Vice President, and Secretary shall be elected by and from the Board. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office.

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

**Section 3. Removal of Officers.** Upon the affirmative vote of a Majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

**Section 4. Vacancies.** A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

**Section 5. President.** The President shall be the chief executive officer of the Association and shall establish the agenda for and preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to establish agendas for Association and Board meetings, and to appoint committees from among the members as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 6. Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 7. Secretary.** The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

**Section 8. Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

**Section 9. Other Officers.** Other offices may be created by the Board, with such titles and duties as defined by the Board.

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

**Article V**  
**Miscellaneous**

**Section 1. Notices.** All notices, demands, bills, statements or other communications given under these Bylaws or the Declaration shall be in writing and, unless prohibited under these Bylaws or the Declaration, shall be given: (1) by personal delivery to the addressee; (2) by United States mail, first class, postage prepaid; (3) by electronic mail or other electronic document; or (4) via facsimile.

Notice sent by one of the methods described above shall be deemed to have been duly given:

(a) If to an Owner, at the mailing address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to an Occupant, to the address of the Unit occupied and/or the electronic mail address or facsimile number which the Occupant has designated in writing and filed with the Secretary; or

(c) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other mailing address, electronic mail address or facsimile number as shall be designated in writing and approved for use by the Association's Board of Directors.

If an Owner wishes notice to be issued to an address other than the Unit, then the Owner must specifically identify that address in writing to the Secretary and request that notices be sent to such address.

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

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

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

**Section 5. Fiscal Year.** The fiscal year of the Association may be set by Board resolution, or in absence thereof, shall be the calendar year.

**Section 6. Financial Review.** A financial review of the Association's accounts shall be performed and a financial statement prepared annually in the manner provided by the Board. However, after receiving the Board's financial report at the annual meeting, the Association members may, by a majority of the total Association vote, require that the Association's accounts be audited as a Common Expense by an independent accountant. The financial statement and, if applicable, the audit shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request therefor. Financial statements shall be made available within 120 days after the end of the Association's fiscal year.

**Section 7. Conflicts.** The duties and powers of the Association shall be those set forth in the 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 Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, 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 Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

**Section 8. Amendment.** These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding at least 66-2/3% of the total eligible vote of the Association, subject to the default approval procedure specified in the Declaration. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the Association's President and Secretary and recorded in the Cobb County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement. If legal action is not instituted to challenge the validity of an amendment within one year of the recording of the amendment in the Cobb County, Georgia land records, then such amendment shall be presumed to be validly adopted.

**Section 9. Books and Records.** To the extent provided in O.C.G.A. Section 14-3-1602, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request received at least five business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

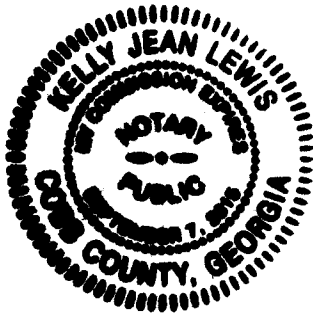
**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Country Park Condominium Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the 15 day of AUGUST, 2012.

15 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of AUGUST, 2012.



*[Handwritten signature]*

COUNTRY PARK CONDOMINIUM  
ASSOCIATION, INC.

*Kathleen Holbrook* (Seal)  
Secretary

[Corporate Seal]