

AMENDED & RESTATED BY-LAWS
OF
THE HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

The following Amended & Restated Bylaws were adopted on the 5th day of March, 2014, as indicated by the attached signatures.

**BY-LAWS
OF
THE HUNT CLUB HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS
OF
THE HUNT CLUB HOMEOWNERS ASSOCIATION, INC.**

**Article 1
Registered Office, Membership, Applicability and Definitions**

1.1 Registered Office.

THE HUNT CLUB HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Georgia non-profit corporation, shall have at all times within the state of Georgia a registered office and a registered agent. The Association may have other offices within the State of Georgia as may be determined from time to time by its Board of Directors ("Board").

1.2 Membership.

The Association shall have one class of membership, consisting of the Owners of Lots located on the real property, which is subject to the Declaration of Restrictive Covenants for The Hunt Club Subdivision.

1.3 Definitions.

The capitalized words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless otherwise defined herein.

**Article 2
Association: Meetings, Quorum, Voting, Proxies**

2.1 Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either in the Community or as convenient thereto as possible and practical.

2.2 General Membership Meetings.

There shall be a minimum of four (4) General Membership Meetings scheduled each year. The first meeting shall be held in January of each year, with three other general meetings to be held within the calendar year. The meeting in January will be held to elect Officers of the Association for the next term beginning January 31st. The incoming officers will select the dates and times of the remaining General Membership meetings to be held during the months stated.

2.3 Special Meetings.

The President or a board member may call for a special meeting. In addition, it shall be the duty of the President or the Board to hold a special meeting of the Association upon the delivery of a petition signed and dated by at least 20% of Members in good standing, and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering a copy of such notice, at least fifteen (15) days before such meeting to each member entitled to vote. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date.

The Board shall fix in advance a record date for a determination of Members entitled to notice of and to vote at any meeting of Members or any adjournment thereof, or to make a determination of Members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of Members is to be taken.

2.5 Notice of Meetings.

It shall be the duty of the Secretary to mail or to cause to be delivered by such other electronic means as approved by the board, to each Member (as shown in the records of the Association as of the record date) a notice of each General Membership Meetings or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Property Owners Association Act (O.C.G.A. Section 44-3-220, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. Notice shall be given to each Owner at least thirty (30) days in advance of any annual or regularly scheduled meeting and at least twenty (20) days in advance of any other meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all Members of record at such address or addresses as designated in writing by such Members, or, if no other address is then so designated, at the address of their respective Lots. Notice may also be sent via electronic means such as via the internet, subject to any rules as may be passed by the Board, and in compliance with the Georgia Electronic Records and Signatures Act, O.C.G.A. 10-12-1 et al.

If any meeting of the Members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are Members of record as of the new record date.

2.6 Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, signed by the Member, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of lack of notice or defective notice, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time 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.

2.8 Membership List.

After the Board establishes the record date for any meeting, the Secretary shall prepare an alphabetical list of the names and addresses of all of the Members in good standing who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of Members shall be available for inspection by any Member or a Member's agent at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting.

The voting rights of the Members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein. Unless otherwise required by the Declaration or these Bylaws, the affirmative vote of two-thirds (66%) of the total votes cast at a meeting at which a quorum is present shall be the act of the Association. The voting membership shall consist of all members in good standing. Voting rights are suspended for any Member whose annual dues are 30 days past due, and have not entered into a payment plan with the Board or, have any other outstanding assessments or fines.

2.10 Proxies.

At all meetings of Members, each Member may vote in person or by limited proxy. All proxy appointment forms shall be in writing, signed, dated, shall indicate the vote cast by the Member giving the proxy, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (b) receipt by the Secretary of written revocation signed by the Member; (c) receipt by the Secretary of a subsequent

appointment form signed by the Member; (d) attendance by the Member and voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum.

In the event a matter is to be placed before the Members for vote, the presence, in person or by proxy, of two-thirds (66%) of all Members eligible to vote, shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.12 Action Without A Formal Meeting.

Any action, which may be taken by a vote of the Members, may also be taken by written ballot, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Property Owners Association Act, O.C.G.A. 44-3-220.

2.13 Action By Written Ballot or Electronic Means.

Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of the Board; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked unless allowed by the Board. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot or implied by law, equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of cast votes that would be required to approve the matter at a meeting of the Members. Pursuant to O.C.G.A. 44-3-226(e) (Georgia Property Owners Association Act), the approval of any proposed amendment by the association shall be deemed implied and consented to, if the mortgagee (i.e. homeowner) fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified mail or statutory overnight delivery, return receipt requested. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

Official Ballots will be first approved by the board, and stamped with the official Hunt Club Homeowners Assoc. Seal by the Secretary. Official ballots must be delivered to the eligible voting membership in the following circumstances:

- a) changes to the by-laws and restrictive covenants
- b) election of officers and board members
- c) all rule changes, deletions and additions as recommended by the appropriate committees and approved by the board
- d) approval for non-emergency expenditures in excess of \$500.00 and not in the current budget
- e) approval for expenditures exceeding beyond the current fiscal budget

The board shall designate as many board members as necessary for the printing of ballots, placement of HOA seal, and distribution and collection of ballots. Contact with or handling of the ballots prior to tabulation of the ballots shall be restricted to the voting homeowner and appointed board members.

Ballot verification may be requested by either the majority of the board members or by a written petition from the association members in good standing, presented to the board prior to the ballots being distributed. A written request for verification from the association members shall require a minimum of 20% of the association members in good standing expressing their desire to have the ballots cast in the current vote to be verified. Verification shall be performed by a quorum of the board members. During verification of the ballot, the communication by the board member with the homeowner shall be limited to verifying the ballot contents cast by the homeowner. Any board member involved in distribution and/or collection of the ballots shall be excused from the verification process.

Any action to be taken at any annual, regular or special meeting of the members may be taken without a meeting, utilizing electronic voting, such as via the internet, subject to any rules as may be passed by the Board, and

in compliance with the Georgia Electronic Records and Signatures Act, O.C.G.A. 10-12-1 et al. Voting by electronic means regarding a particular action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action.

2.14 Conduct of Meetings.

The President shall preside over all meetings of the Association and the Secretary shall keep minutes of the meeting and record in a minute book all the resolutions adopted at a meeting as well as a record of all transactions occurring thereat. The President shall set the agenda and shall determine the procedure pursuant to which the meeting shall be conducted. Meetings shall be conducted in accordance with "Roberts Rules of Order".

Article 3

Board: Composition, Powers, Meetings

3.1 Governing Body.

A Board of Directors shall govern the affairs of the Association. Board members shall be natural persons who are 21 years of age or older, and who are Association members in good standing. Each board member must reside in the Community and be a member or a spouse of a member, provided however, no person may serve on the Board at the same time with such person's spouse or any co-Owner of such person's Lot.

3.2 Composition.

The Board shall be composed of five members. These five members being the President, Vice President, Secretary, Treasurer and a single three-year director.

3.3 Voting

The five board members shall each have a single vote. A board member must recuse their self regarding any matter in which they, or a member of their family, has a financial or other special interest to a third party vendor or contractor, as this may constitute a conflict of interest. Special interests may include repair, modifications or maintenance to common facilities.

3.4 Election and Term of Office.

Board members will be elected annually, by official ballot, by the Members of the Association, with the exception of the three-year director. The three-year director, once elected, shall serve for a term of three consecutive years. The candidate receiving the greatest number of cast votes in each position being filled shall be elected to that position. Each Member may cast the entire vote assigned to his or her Lot for each board member position to be filled. There shall be no cumulative voting. The term of officers shall be based on the calendar year.

3.5 Removal of Board Members.

At any annual, regular or special meeting of the Association, any one or more of the members of the Board elected by the Association Members may be removed, with cause, by a fifty-one (51) percent majority of the Total Association Vote, and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a board member. A board member whose removal by the Members has been proposed shall be given an opportunity to be heard at a live meeting. Any board member who has three (3) consecutive absences from Board meetings may be removed by a Majority vote of the board members at a meeting, a quorum being present.

3.6 Vacancies.

Vacancies in the Board caused by any reason, excluding the removal of a board member by vote of the Association members, shall be filled by a vote of the majority of the remaining board members. Each person so selected shall serve the unexpired portion of the term.

Within 72 hours after a vacancy on the Board of Directors (including for expiration of term, resignation, removal, or any other reason) the vacating board member shall turn over all books, records, and any other property of the Association, to one of the remaining board members.

3.7 Organization Meetings.

The first meeting of a newly elected Board shall be held within thirty (30) days after the election at such time and place as the board members may conveniently assemble.

3.8 Regular Meetings.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, provided that, at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings. The Secretary shall give notice of any other meeting either personally, by telephone, email, event sign or by regular mail, no less than thirty (30) days before such meeting.

3.9 Special Meetings.

Special meetings of the Board shall be held when requested by the President, Vice President or by any two board members. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each board member by one of the following methods: (a) by personal delivery (including commercial delivery service) to such board member's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), by either directly to the board member or to the board member's home or office. All such notices shall be given or sent to the board member's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least seven (7) days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least five (5) days before the day set for the meeting.

3.10 Waiver of Notice.

The business transacted at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the board members not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any board member who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Quorum of Board.

At all meetings of the Board, a majority of the board members being present shall constitute a quorum for the transaction of business, and the votes of a majority of the board members present at a meeting at which a quorum is present shall constitute the decision of the Board.

3.12 Compensation.

No board member shall receive any compensation from the Association for acting as a board member. However, any board member may be reimbursed for their actual expenses incurred in the performance of their duties.

3.13 Open Meetings.

Board of Director meetings are not required to be open to the general membership, although they may be so at the discretion of the Board, including the use of a "homeowner forum" prior to the beginning of the meeting. The Board has the authority and responsibility to keep order at all meetings, including removing or barring any disruptive members.

3.14 Executive Session.

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 sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in general session. Specific information discussed in Executive session shall not appear in the minutes of the Board. The minutes shall only reflect that the executive session was held, the individuals in attendance, and the general topics of discussion.

3.15 Action Without A Formal Meeting.

Any action required or permitted to be taken at a meeting of the board members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the board members and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.16 Telephonic & Electronic Participation.

One or more board members may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all board members participating may simultaneously communicate with each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

Any action that may be taken at a meeting of the board members may alternatively be taken utilizing electronic means, such as the internet and email, subject to any rules as may be passed by the Board, and in compliance with the Georgia Electronic Records and Signatures Act, O.C.G.A. 10-12-1 et al. Any such action shall be considered valid if at least a quorum of the board members participated and a majority of the quorum approved the action. Any such approved actions shall be included in the minutes of the next meeting of the board members.

3.17 Powers.

The Board shall be responsible for the affairs of the Association, and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised 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 shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses;
- (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association, including, but not limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a common expense, or by billing directly to Lots and Dwellings, to furnish trash collections, water, sewer, and/or security services for the Common Property and/or the Lots and Dwellings;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association 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 bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) 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 members concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and
- (k) authorization of contracts on behalf of the Association.

3.18 Management Agent.

The Board may employ for the Association 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 term of any management agreement shall not exceed one year, and shall be subject to termination by either party, without cause and without penalty, upon thirty (30) days' written notice.

3.19 **Borrowing.**

The Board shall have the power to borrow money without the approval of the Members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain approval of the Members in the same manner as for special assessments if that the total amount of such borrowing exceeds ten percent (10%) of the annual budget of the Association for the current fiscal year.

3.20 **Fining or Suspension Procedure.**

The Board shall have the authority to set the maximum amount of \$25.00 per week as an assessment or fine or suspend a Member's right to vote, or to use any part of the Common Property for a violation of any rule or covenant, upon notice and hearing as follows:

(a) Written notice shall be delivered to the Member by either hand delivery or first-class mail sent to the address of the Member shown on the Association's records, specifying:

- (1) the nature of the violation, the fine or suspension to be imposed, the date that the fine or suspension will take effect, and the action required to be taken to avoid the imposition of the fine;
- (2) that the violator may, within ten (10) days from the date of the notice, request a hearing in writing, addressed to the President of the Board, regarding the fine or suspension imposed;
- (3) the name, address and telephone numbers of a person to contact to challenge the fine or suspension;
- (4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and
- (5) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested in writing within ten (10) days of the date of the notice.
- (6) a late charge assessed for non payment of annual dues shall not constitute a fine under this section, and shall result in an automatic suspension of privileges if over 30 days past due.

(b) If a hearing is requested, it shall be held before the Board in executive session within fifteen (15) days thereafter. At the hearing, the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing, however the specific discussions of the meeting shall not be made public to the general membership.

Article 4

Duties of the Board Members

4.1 **Additional Officers and Agents.**

The Board may appoint such other officers, including assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The appointments defined in this section shall not qualify as additional voting board positions.

4.2 **Salaries.**

The officers of the Association shall receive no compensation for serving as officers.

4.3 **President.**

The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and board members. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board.

4.4 **Vice President.**

The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.5 Secretary.

The Secretary shall keep the minutes of all meetings of the members and of the Board; notify the Association members and board members of meetings as provided by these bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board may prescribe.

4.6 Treasurer.

The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board. When duly authorized by the Board, the Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.7 Three-year director.

The three-year director will serve as a member of the board and may, as deemed by the board, perform additional tasks in support of the remainder of the board. The three-year director shall also serve as advisor pertaining to business as relating to previous board.

4.8 Resignation.

Any board member of the Association may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, acceptance by the Board of such resignation shall not be necessary to make it effective.

**Article 5
Committees**

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board designating the committee or with rules adopted by the Board. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Georgia Nonprofit Corporation Code. Upon a majority vote, the Board shall have the power to remove and/or replace committee members with cause.

**Article 6
Miscellaneous**

6.1 Fiscal Year.

The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Conflicts.

If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Bylaws, and Articles of Incorporation (in that order) shall prevail.

6.3 Amendment.

The association By-Laws and Declaration of Covenants may be amended by the affirmative vote, written consent, or any combination thereof, by two-thirds (66%) of the total votes cast and received by the board, from members in good standing by ballot or proxy.

Eligible members who do not return ballots, or cast a formal vote, shall be counted as affirmative votes on the issues presented

6.4 Indemnification.

Indemnification of officers, directors, agents, employees and committee members of the Association shall be as set forth in the Declaration.

6.5 Books and Records.

The Association shall keep correct and complete books and records of the Association and its accounts and shall keep minutes of all proceedings of the Board of Directors and committees having any authority of the Board of Directors. The books and records of the Association shall be available for inspection, as provided by the Georgia Non-Profit Corporation Act, O.C.G.A. §14-3-1602, by Members during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such items. Copies of the Articles of Incorporation, the By-Laws and all amendments thereto, shall be furnished to any Member upon request and upon payment of a reasonable charge therefor.

6.6 Notices.

Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, first class postage prepaid, addressed to a Member at his Lot or such other address designated in writing by such Member. Notice to the Association shall be sent to the President of the Association at his address, as notice shall be sent to Members.

6.7 Construction.

Whenever the context so requires, the masculine gender shall include the feminine and neuter gender, and the singular shall include the plural, and vice versa. If any provision of these By-Laws shall be invalid or unenforceable, such invalidity or non-enforceability shall not affect the remaining provisions of these By-Laws.

6.8 Headings.

The Article and Section headings herein contained are for convenience of reference only and shall not be deemed to impart substantive meaning to any provision of these By-Laws.

6.9 Usage Fees.

All organized events, which make use of the amenities of the subdivision, shall be charged a "usage fee". This "usage fee" shall be paid to the Association prior to any use of facilities and shall be used to defray the maintenance costs of the amenities. These "usage fees" shall be determined by the board and may be based upon frequency of use, duration of use, or numbers of non-members using facilities. Fees may be adjusted from time to time as circumstances dictate.

IN WITNESS WHEREOF, the undersigned hereby state that these Amended &

Restated By-Laws were lawfully adopted by a majority votes cast by members then in good

standing on the _____ day of _____, 2014.

THE HUNT CLUB HOMEOWNERS
ASSOCIATION, INC.
a Georgia non-profit corporation

By: William C Burn
William C. Burn
President

Attest: [Signature]
Henry Gomez
Secretary

[CORPORATE SEAL]

Sworn to and subscribed before me this

6th day of March, 2014

Cheryl J Monroe
Notary Public

My Commission Expires: 8/25/2014

