

**BY-LAWS OF
RIVER TRACE at JONES BRIDGE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1
General

Section 1. Applicability. These By-laws provide for the self government of River Trace Homeowners Association, Inc. at Jones Bridge (a property owner's association) in accordance with the Declaration of Homeowners Association, Inc., as filed and amended in Fulton county (said document is hereinafter referred to as the "Declaration"). Pursuant to the Declaration, an association was to be formed and conducted according to the by-laws referred to in the Declaration. No by-laws were filed on the deed records in Fulton county and the formation of the Association and the corporation representing the Association have been left in the hands and votes of the lot owners. The corporation, River Trace Homeowners Association, Inc. at Jones Bridge, has been formed and duly incorporated.

Section 2. Name. The name of the association is River Trace Homeowners Association, Inc. at Jones Bridge, hereinafter referred to as the "Association".

Section 3. Membership. An Owner of a lot within the declared real property 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; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a lot 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 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 to which it appertains and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

All parties agree that, at this time, there is no longer a declarant and that the declarant does not control the Association.

Section 4. Voting. Voting rights shall be in accordance with Article 2, Section 03, of the Declaration of Covenants, Conditions and Easements for River Trace Subdivision. Each lot shall be entitled to one vote which may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one person owns a lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event of disagreement among such persons or an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. Additionally, the Declarations require that where the Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of the group or entity and delivered to the Secretary of State. No lot Owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of

Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 5. Majority. As used in these by-laws, the term “majority” shall mean those votes owners, or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number of votes, owners, or other groups. Unless otherwise specifically stated, the words “majority vote” means more than fifty (50%) percent of those voting in person or by proxy. Unless otherwise provided in the Declaration or these by-laws. all decisions shall be by majority vote.

Section 6. Purpose. The Association shall have the responsibility of administering the management of River Trace Subdivision, establishing the means and methods of collection of the contributions for the common expenses, arranging for the management of the Association and performing all of the other acts that may be required to be performed by the Association by law and the Declaration and as set forth in the Articles of Incorporation for River Trace Homeowners Association, Inc. Except as to those matters which either state law, the Declaration, or the Georgia Non-Profit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

ARTICLE 2

Definitions

Unless the context otherwise requires, the terms used in these By-laws shall have the same meaning as defined in the Declaration of Covenants referred to above.

ARTICLE 3

Meetings of Members

Section 1. Meetings. All meetings of the members shall be held at such place within metropolitan Atlanta, Georgia, preferably in River Trace Subdivision, Georgia, as may be determined by the Board of Directors or President and shall be designated in the notice of said meeting.

Section 2. Annual Meetings. The regular annual meeting of the members shall be held between January 15th and July 15th each year, on a day and at an hour set by the Board.

Section 3. Special Meetings. Special meetings of the members for any purpose may be called at any time y the President, and shall be called by the President or the Secretary when so directed by the Board of Directors, or by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-third (1/3) or

thirty-three (33%) percent of all of the votes of the entire membership. Such a request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meetings . It shall be the duty of the Secretary to mail or to cause to be delivered to each lot owner a notice of each annual or special meeting of the Association at least ten (10) but no more than sixty (60) days prior to each annual or each special meeting. Such notice 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 at an address other than his or her last listed address within the Association, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof and the manner in which it has been called unless such member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 6. Voting. If there is a quorum, the affirmative vote of members holding the majority of the votes represented or present at the meeting and entitled to vote on the subject matter shall be by the act of the members except as otherwise provided by law, by the Declaration, by the Articles of Incorporation or by these By-laws.

Section 7. Quorum. Except as may be provided elsewhere, the presence either by person or by proxy of one quarter (25%) of members in good standing shall constitute a quorum.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time by vote of the members 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 an adjourned session, and no additional notice of such adjourned session shall be required.

Section 9. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member or his duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. Proxies must be dated and may be revoked only by written notice delivered to the Association, except that presence in person at the meeting of the member for whom a proxy is given shall automatically revoke the proxy.

Section 10. Consents. Any action which may be taken by a vote of the members at a meeting may also be taken without a meeting if all of the members who would have been entitled to vote upon the action at a meeting consent in writing to such action.

ARTICLE 4
Officers and Board of Directors

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer. These elected officials shall sit on the Board of Directors with the President acting also as the Chair. The Board of Directors shall consist of five people being the Officers and one other Director elected at large by the membership. (the Director at Large).

Section 2. Election. All Officers and directors shall be elected for two-year terms. The elections shall be held at the annual meeting every other year

Section 3. Vacancies. Vacancies in the Board of Directors/Officers caused by any reason, including the addition of the number of directors to the Board, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, for the term of the member being replaced or filled.

Section 4. Compensation. Directors/officers shall not be compensated.

Section 5. 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. In any event, the Board must meet at least once each year at least two weeks before the Annual Meeting of the Association.

Section 6. Special Meetings. Special meetings of the Board may be called by the President, in person or by phone on three (3) days notice which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may be called in the like manner on the written request of at least two (2) Directors.

Section 7. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice of the time and place of such meeting.

Section 8. Conduct of Meetings; Quorum. The President shall preside over all meetings of the Board of Directors and all meetings of the Association. The Secretary shall keep a minute book recording therein of all resolutions adopted by the Board or the Membership and a record of all the transactions and proceeds at the meeting. ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the meetings when not in conflict with the Declaration or these by-laws unless otherwise agreed prior to the meeting. For Directors meetings, a majority of the Board shall constitute a quorum. For association meetings, qualified votes from 25% of the membership in good standing, either present in person or by proxy, shall constitute a quorum. The act of a majority of the directors/members at any meeting of the Board/Association at which there is a quorum shall be the act of the Board/Association, except as may be otherwise

specifically provided by law, by the Declaration, by the Articles of Incorporation or by these by-laws.

Section 9. 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 all of the members of the Board shall consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 10. Powers 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 and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including without limitation, monetary fines.

Section 11. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and all meetings of the Board of Directors. The President shall have all the general powers and duties which are incident to the office organized under the Georgia Non-Profit Corporation Code, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist the conduct of the affairs of the Association.

Section 12. 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 13. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct including but not limited to a listing of all active, voting members of the Association and all suspended members, and perform all duties incident to the office in accordance with the Georgia law.

Section 14. Treasurer. The Treasurer shall have the responsibility for the Association's funds and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for seeing to the preparation of all required financial statements and tax returns, and for the deposit of all moneys 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 shall be responsible for preparing a budget as provided by law.

Section 15. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE 5
Indemnification

The Association, if not in conflict with the declarations, will provide for indemnification by the association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former officer or director shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE 6
Assessments

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the lot Owners, as may be more specifically authorized from time to time by the Board and as authorized by the Declaration, these By-laws, the Articles and Georgia law.

Section 2. Creation of a Lien and Personal Obligation for Assessments. Each Owner of any unit by acceptance of a Deed, therefore, whether or not it shall be so expressed in such Deed, assessment set forth in the Declaration which, together with interests, late charges, and reasonable attorney's fees for collection, shall be a continuing lien upon the property. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the assessments shall be paid in monthly installments.

Section 3. Computation of Operating Budget and Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year.

Section 4. Supplementary Assessments. If the assessment proves inadequate for any year, the Board may at any time levy a supplementary assessment against all lot Owners; provided, however, that prior to becoming effective, any supplementary assessment shall be subject to being disapproved by the affirmative vote of a majority of the total Association membership, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

ARTICLE 7
Use Restriction and Rule Making

Section 1. Authority and Enforcement. The association property shall only be used as called for in the Declarations as previously filed in Fulton county. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend a lot Owner's right to

- use the Common Property and to
- suspend a lot Owner's right to vote for violation of any duty imposed under the Declaration, these By-laws or any rules and regulations duly adopted hereunder.

The Association shall have all powers as granted in the Property Owner's Act, known as O.C.G.A. §§44-3-220 through 44-3-235.

Section 2. Procedure. The Association and any aggrieved lot owner may bring an action against a lot owner for the failure to comply with all lawful provisions of the Declarations, the By-laws, the rules and regulations, or with decisions of the Association made by the Association pursuant to authority granted it by such documents. The lot owner shall have similar rights against the Association. To enforce compliance by the lot owners of those persons entitled to occupy a lot with all lawful provisions of the Declaration, the Articles, By-laws and rules and regulations, in addition to all other rights and remedies available to the Association, the Board shall be empowered to impose and assess fines. The Board shall not impose fines or suspend any rights of a lot owner or occupant unless the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation to be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than seven (7) days, during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing by the Board of Directors if the violation is not continuing;

(b) Within six months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Association shall serve the alleged violator with written notice of the hearing to be held by the Board of Directors. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the meeting, which time shall not be less than seven (7) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statements, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed; and

(c) The hearing shall be held pursuant to the notice affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the meeting and the sanction, if any, imposed.

ARTICLE 8
Miscellaneous

Section 1. 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 registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a lot owner, at the address which the lot owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the lot of such owner; or

(b) 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 by the notice in writing to the owners pursuant to this Section.

Section 2. Severability. The invalidity of any part of these by-laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-laws.

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 by-laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these by-laws 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 shall be the calendar year.

Section 6. Financial Statement. A financial statement of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member who requests a copy in writing. Upon written request of any First Mortgagee, such holder shall be entitled to receive a copy of the annual financial statements within one hundred and twenty (120) days after the end of each fiscal year. If there is no audited financial statement available, any First Mortgagee may have an audited financial statement prepared at its own expense. The financial statement of the past year shall be present at each annual meeting of the membership.

Section 7. Conflicts. In the event of conflicts between Georgia law, the Declaration and these By-laws, Georgia law and the Declaration shall control, in that order.

Section 8. AMENDMENT . Except as provided below and by provisions of the Declaration regarding amendments to certain provisions of the by-laws, these by-laws may be amended at an annual or special meeting of the membership by a vote of two-thirds (2/3) of the

members in good standing of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject of the proposed amendment.

THESE BY-LAWS ARE HEREBY ENACTED THIS 12th DAY OF September, 2000

PRESIDENT, RIVER TRACE
HOMEOWNERS ASSOCIATION,
INC. at JONES BRIDGE

Attest:

Secretary

