BYLAWS OF

MEADOWS AT MILLER'S POND HOMEOWNER'S ASSOCIATION, INC.

TABLE OF CONTENTS

Page

ARTICLE I NAME, PRINCIPAL OFFICE, AND DEFINITIONS 1

1.1 Name 1
1.2 Principal Office 1
1.3 Definitions 1

ARTICLE II MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES 1

2.1 Membership 1
2.2 Annual Meetings 1
2.3 Special Meetings 1
2.4 Notice of Meetings 1
2.5 Waiver of Notice 2
2.6 Adjournment of Meetings 2
2.7 Voting 2
2.8 Proxies 2
2.9 Quorum 3
2.10 Conduct of Meetings 3
2.11 Action Without a Meeting 3
2.12 Action by Written Ballot 3

ARTICLE III BOARD OF DIRECTORS: COMPOSITION AND SELECTION 4

3.1 Governing Body 4
3.2 Composition 4
3.3 Election of Directors 4
3.4 Number of Directors and Term of Office 4
3.5 Removal of Directors and Vacancies 5

ARTICLE IV BOARD OF DIRECTORS: MEETINGS AND POWERS 5

4.1 Organizational Meetings 5
4.2 Regular Meetings 5
4.3 Special Meetings 5
4.4 Notice of Meetings 5
4.5 Waiver of Notice 6
4.6 Participation in Board Meetings 6
4.7 Quorum of Board of Directors 6
4.8 Compensation of Directors 6
4.9 Conduct of Meetings 6
4.10 Open Meetings 6
4.11 Action Without a Formal Meeting 7
4.12 Powers and Duties of the Board 7
4.13 Management of Association 8
4.14 Borrowing 8
4.15 Sanctioning Procedure 9

ARTICLE V OFFICERS **9**

5.1 Officers 9
5.2 Election and Term of Office 9
5.3 Removal and Vacancies 9
5.4 Resignation 9
5.5 Powers and Duties 10
5.6 Execution of Instruments 10
5.7 Compensation 10

ARTICLE VI COMMITTEES **10**

6.1 General 10
6.2 Design Review Committee 10

ARTICLE VII MISCELLANEOUS **11**

7.1 Indemnification 11
7.2 Fiscal Year 11
7.3 Parliamentary Rules 11
7.4 Books and Records 11
7.5 Electronic Records, Signatures and Documents 11
7.6 Notices 11
7.7 Amendment of Bylaws. 12
7.8 Conflicts 13

BYLAWS OF

MEADOWS AT MILLER'S POND HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the corporation is Meadows at Miller's Pond Homeowner's Association, Inc. (the "Association"), a Georgia nonprofit corporation.

1.2 Principal Office. The principal office of the Association shall be fixed by the Board of Directors from time to time as the affairs of the Association may require.

1.3 Definitions. Capitalized words used in these Bylaws and not defined herein shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Meadows at Miller's Pond recorded in Deed Book 15042, Page 1114, Records of Cobb County, Georgia, as renewed or extended from time to time (the "Declaration"), or unless the context shall prohibit or provide otherwise, the meanings given in the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, et seq. (the "Nonprofit Code").

ARTICLE II

MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership. Every Owner is automatically a Member of the Association upon acquisition of a Lot in Meadows at Miller's Pond (the "Subdivision") as more particularly set forth in the Declaration, the terms of which pertaining to membership and voting are specifically incorporated by reference herein.

2.2 Annual Meetings. A meeting of the Association shall be held each year with the date, hour and place to be set by the Board of Directors. After the initial annual meeting of the Association, all subsequent annual meetings will be held during the same calendar quarter of each year as the calendar quarter in which the initial meeting was held.

2.3 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or the Board. In addition, it shall be the duty of the President of the Association to call a special meeting within thirty (30) days if so directed by resolution of the Board or upon a petition signed by Members holding at least twenty-five percent (25%) of the Eligible Association Vote.

2.4 Notice of Meetings. Written notice stating the place, date and time of any meeting of the Members shall be delivered no fewer than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, the Secretary or the officers or persons calling the meeting. It shall be the duty of the Secretary or such other agent as the Association may designate to cause such notice to be delivered by hand, by first-class U. S. Mail (postage prepaid), statutory overnight delivery, or by electronic transmission to

all Members to the address shown in the Association's current records. If a Member wishes notice of meetings to be given at an address other than the Lot, the Member shall designate by notice in writing to the Secretary such other address. In the case of a special meeting or when otherwise required by Georgia law or these Bylaws, the notice shall include a description of the matter or matters for which the meeting is called and only those matters that are within the purpose or purposes described in the notice may be conducted at such meeting. The list of Members entitled to notice of a meeting shall be made available for inspection in accordance with the Nonprofit Code.

2.5 Waiver of Notice. Waiver of notice of a meeting of the Members of Association shall be deemed the equivalent of proper notice. Any Member may, in writing or by electronic transmission signed by the Member entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member or by proxy shall be deemed a waiver of any objection (i) as to lack of notice or defective notice of the time, date and place thereof, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) as to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice (if such purpose is required to be set forth in the notice by Georgia law or these Bylaws), unless the Member objects to considering the matter when it is presented.

2.6 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) or more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called without further notice. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.7 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and the voting rights provisions in the Declaration are specifically incorporated herein by this reference. The Board may suspend the voting rights of any Member, as more particularly set forth in the Declaration, and if a Member's voting rights have been suspended, the vote of that Member shall not be counted for purposes of establishing the Eligible Association Vote, a quorum or the votes required to reach a specified voting percentage. Except as expressly set forth in the Declaration or these Bylaws, if a quorum is present, the affirmative vote of a majority of the votes cast by Members eligible to vote is the act of the Members.

2.8 Proxies. At all meetings of the Members, each Member eligible to vote may cast its vote or votes in person or by proxy. All proxy appointment forms shall be in writing, specifying the Lot(s) for which it is given, signed either personally or by an electronic transmission, dated, and delivered by personal delivery, first-class U.S. Mail (postage prepaid) or electronic transmission to the Secretary of the Association or other officer or agent authorized to tabulate votes prior to the meeting for which it is to be effective. An electronic transmission must contain or be accompanied by information from which it can be determined that the Member authorized the electronic transmission. Every proxy shall be revocable by the Member and shall automatically cease upon any of the following: (i) receipt of notice, before the proxy exercises authority under the appointment, by the Secretary or other officer or agent authorized

to tabulate votes of the death or incapacity of a Member; (ii) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation or subsequent appointment signed by the Member; (iii) attendance by the Member and voting in person at any meeting; (iv) conveyance by the Member of any Lot for which the proxy was given, or (v) the expiration of eleven (11) months from the date of the proxy, or such shorter period specified in the proxy.

2.9 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence, in person or by proxy at the beginning of a meeting of the membership, of Members entitled to cast at least twenty-five percent (25%) of the Eligible Association Vote shall constitute a quorum required to transact business at such meeting. Once a quorum is established for a meeting, it shall be conclusively presumed to exist until the meeting is closed and does not need to be reestablished prior to a vote or action taken during that meeting. The votes of 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.

2.10 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.11 Action Without a Meeting. Any action required or permitted to be approved by the Members of the Association may be approved without a meeting of Members if one or more consents, in writing or by electronic transmission, describing the action so taken, is signed and dated by those Members (including Declarant, if the consent of Declarant is required) representing the percentage of votes required to pass such action, and delivered to the Association for inclusion in the minutes or filing with the Association's records. The record date for such action shall be the date that the first Member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all Members who did not sign a consent. No consent in writing or by electronic transmission shall be valid unless (i) the consenting Member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to Members in a notice of a meeting at which the proposed action would have been submitted to the Members for action; or (ii) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished. A consent signed pursuant to this section has the effect of a meeting vote.

2.12 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting if approved by ballot in writing or by electronic transmission as provided herein. The Association shall deliver a ballot, in writing or by electronic transmission, to every Member entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing or electronic transmission shall indicate the number of responses necessary to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing or by electronic transmission received by the Association may not be revoked. Approval by ballot in writing or by electronic transmission of an action shall be valid only when the number of eligible votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals cast by eligible ballot 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 total number of votes cast by ballot. The results of each action by 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.

ARTICLE III

BOARD OF DIRECTORS: COMPOSITION AND SELECTION

3.1 Governing Body. The affairs of the Association shall be governed by a board of directors (the "Board") and each director shall have one (1) equal vote. Except to the extent otherwise expressly required by the Governing Documents, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without a vote of the membership or any further consent or action on the part of the Members of the Association.

3.2 Composition. Directors shall be natural persons who are eighteen (18) years of age or older and need not be Members of the Association; however, a Member whose voting rights have been suspended shall not be eligible to be elected to the Board of Directors. In the case of a Member of the Association that is not a natural person, any officer, director, partner, member, manager, shareholder, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; however, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by Declarant. No natural person may serve on the Board at the same time with such person's spouse or with any other Owner of such person's Lot. Notwithstanding any provision to the contrary in the Governing Documents, Declarant shall have the right to appoint directors to the Board, and to establish the number of directors on the Board, until the date set forth in the Declaration. The right of Declarant to appoint directors to the Board also includes the right to remove and replace its appointees from time to time with or without cause and without notice. In addition to its right to appoint and remove directors, Declarant has the right to veto any action of the Board of Directors in certain circumstances set forth in the Declaration.

3.3 Election of Directors. Upon the expiration or earlier surrender of Declarant's right to appoint and remove directors as set forth in the Declaration, the Association shall hold a special meeting and elect a new Board of Directors. Elected directors may be nominated from the floor at a meeting held for the purpose of electing directors or may be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. This Section 3.2 shall not apply to directors appointed by Declarant.

3.4 Number of Directors and Term of Office. The Board elected by the Members shall consist of three (3) directors with terms as follows: the initial term of two (2) directors shall be fixed at two (2) years, and thereafter successors shall be elected to a term of two (2) years; the initial term of one (1) director shall be fixed at one (1) year, and thereafter successors shall be elected to a term of two (2) years. At annual meetings thereafter, directors shall be elected as necessary to fill vacant seats on the Board. All Members eligible to vote may vote on all directors to be elected and that number of candidate(s) equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Cumulative voting is not

permitted. Directors may be elected to serve any number of consecutive terms. Notwithstanding anything herein to the contrary, directors elected by the Members shall continue in office until their respective successors have been elected and take office.

3.5 Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by Members representing a majority of the eligible votes present and entitled to vote at a special meeting called for that purpose at which a quorum is present. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director. Any director elected by the Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term. In the event of the death, disability or resignation of an elected director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term. This Section 3.4 shall not apply to directors appointed by or serving as a representative of Declarant. Only Declarant is entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by Declarant.

ARTICLE IV

BOARD OF DIRECTORS: MEETINGS AND POWERS

4.1 Organizational Meetings. The first meeting of a newly elected Board shall be held within ten (10) days after the election of new directors, at such time and place as the Board shall set.

4.2 Regular Meetings. Regular meetings of the Board may be held at such frequency, time and place as a majority of the directors shall determine; provided, however, after the expiration or earlier termination of the right of Declarant to appoint the directors, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. If a regular schedule for such meetings is established by the Board, no other notice shall be required.

4.3 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered.

4.4 Notice of Meetings. Notices may be given to each director by any one of the following methods: (a) personal delivery; (b) first-class U.S. Mail (postage prepaid); (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) overnight or same day delivery, charges prepaid; or (e) electronic transmission. All such notices shall be given at the director's telephone or facsimile number or sent to the director's physical or email address as shown on the records of the Association. Notices sent by mail shall be deposited in first-class U.S. Mail (postage prepaid) at least four (4) days before the day

of the meeting. Notices given by one of the other methods shall be given at least two (2) days before the day of the meeting.

4.5 Waiver of Notice. Waiver of notice of a meeting of the Board shall be deemed the equivalent of proper notice. Any director may, in writing or by electronic transmission signed by the director and delivered to the Association for inclusion in the minutes or filing with the Association's records, waive notice of any meeting of the Board, before or after the meeting. A director's attendance at or participation in a meeting shall be deemed to be a waiver of any required notice unless the director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

4.6 Participation in Board Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all participants in the meeting can simultaneously hear and converse with each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

4.7 Quorum of Board of Directors. At all meetings of the Board, the presence of a majority of the directors shall be necessary to establish a quorum for the transaction of business, and the affirmative vote of a majority of directors present at a meeting at which a quorum is present shall constitute the act or decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. Once a quorum is established for a meeting, it shall be conclusively presumed to exist until the meeting is closed and does not need to be reestablished prior to a vote or action during that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.8 Compensation of Directors. No director shall receive compensation for any service rendered to the Association in such capacity; however, a director may be reimbursed for actual expenses incurred in the performance of duties on behalf of the Association.

4.9 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

4.10 Open Meetings. Subject to the provisions of Section 4.12, all meetings of the Board shall be open to Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the President may limit the time any individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board, reconvene in executive session and exclude Members other than directors, to discuss and vote upon matters of a sensitive nature, including but not limited to, pending or threatened litigation and personnel matters. The nature of the business to be considered in executive session shall first be announced in open session.

4.11 Action Without a Formal Meeting. Any action required or permitted to be taken at a meeting of the directors or a committee thereof may be taken without a meeting if one or more consents in writing or by electronic transmission describing the action so taken is signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the Association's records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form, and such consent shall have the same force and effect as a meeting vote by the directors.

4.12 Powers and Duties of the Board. The Board shall be responsible for managing the affairs of the Association as set forth in the Declaration and shall have all powers and duties necessary for the administration of the Association. The Board also has any right, power or privilege that may be reasonably be implied from, or that is reasonably necessary to exercise, any right, power or privilege expressly granted by the Governing Documents or by law. In addition to those granted or imposed by the Governing Documents, the Board shall have the following powers and duties (by way of explanation, but not limitation):

(a) determine necessary and appropriate Common Expenses, prepare and adopt an annual budget in which each Member's share of the Common Expenses is apportioned, establish and maintain (or waive) a reserve fund;

(b) make and levy Assessments authorized under the Declaration, establish the means, methods and dates for collection of such Assessments and determine late charges and interest for delinquent Assessments;

(c) provide for the operation, care, upkeep, management and maintenance of the Common Property and make or contract for repairs, additions, and improvements to or alterations thereto in accordance with the Declaration;

(d) designate, hire, and dismiss the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) open bank accounts on behalf of the Association and designate the signatories required, deposit all funds received on behalf of the Association such bank account and use such funds to operate the Association, provided any reserve funds may be deposited, in the best business judgment of the directors, in depositories other than banks;

(f) make, amend and enforce various rules and regulations in accordance with the Declaration, including without limitation, those governing exercise of membership in the Association, the use of the Common Property and facilities (including the right to charge reasonable fees in connection therewith) and the personal conduct of Members and guests with regard to such use, and establish penalties for violation of such rules and regulations;

(g) determine and enforce the Community-Wide Standard;

(h) enforce the provisions of the Governing Documents and bring any proceedings that may be instituted on behalf of or against the Members concerning the Association, which enforcement power includes the power to impose sanctions against

Members, including without limitation, fines, the suspension of voting rights and the suspension of the right of use and enjoyment in and to the Common Property, as well as the power to file notices of violation and exercise self-help;

(i) obtain and carry property and liability insurance, directors' and officers' insurance and fidelity bonds in such amounts and with such deductibles as the Board determines in the exercise of its business judgment as provided in the Declaration, pay the cost thereof, conduct reviews thereof and file and adjust claims relating to the Common Property, as appropriate;

(j) pay the costs of all services rendered to the Association or its Members and chargeable to a specific Owner;

(k) keep records of the administration and actions of the Association and books with detailed accounts of the receipts and expenditures of the Association;

(l) permit utility suppliers to use and grant interests in portions of the Subdivision as reasonably necessary to the ongoing development or operation thereof, subject to and in accordance with the provisions of the Declaration;

(m) indemnify current and former officers, directors and committee Members of the Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents;

(n) enter into easements and covenants to share costs on behalf of the Association and enter into contracts and agreements on behalf of the Association; and

(o) assist in the resolution of disputes between Members without litigation.

4.13 Management of Association. The Board may employ for the Association a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary for the performance of the manager's assigned duties, but shall not delegate policy-making authority or ultimate responsibility. Declarant or an affiliate of Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice. The Board may delegate to one of the directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

4.14 Borrowing. The Board shall have the power to borrow money for any legal purpose without the approval of the Members of the Association; provided, however, the encumbrance of all or any portion of the Common Property with a Mortgage as security for the payment of a loan to the Association shall require approval of the membership as set forth in the Declaration.

4.15 Sanctioning Procedure. A sanction authorized by the Declaration shall not be imposed (late charges and interest associated with delinquent Assessments shall not constitute a sanction) unless and until the Board has sent written notice to the Owner or Occupant as provided below.

4.15.1 Notice. If any provision of the Governing Documents is violated, the Board shall send to the violating Owner or Occupant written notice identifying the violation and the sanction being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or to request reconsideration of the sanction. Sanctions, including fines and membership suspensions, may be effective or commence upon the sending of the notice or on such later date as may be specified in the notice, notwithstanding the violating Owner or Occupant's right to request a hearing before the Board to challenge the sanction. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant.

4.15.2 Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in the loss of the right to challenge and request reconsideration of the sanctions.

ARTICLE V

OFFICERS

5.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The President and Secretary shall be appointed from among the directors; the Treasurer may be elected by the Board but need not be a director. The Board may appoint or elect such other officers, including one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

5.2 Election and Term of Office. The Association officers shall be elected or appointed annually by the Board at the first meeting of the Board following each annual meeting of the Association. Each office shall have a term of one (1) year and officers shall serve at the pleasure of the Board until their successors are elected or appointed.

5.3 Removal and Vacancies. The Board, by affirmative vote of the majority, may remove any officer at any time with or without cause and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

5.4 Resignation. Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors, the President, or the Secretary. Such

resignation shall take effect when the notice is effective unless the notice specifies a future effective date. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Powers and Duties. The officers of the Association shall each have such powers and duties as may specifically be conferred or imposed by the Board of Directors or set forth elsewhere in the Governing Documents, as well as the powers and duties generally pertaining to the respective offices, as follows:

(a) The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

(b) The Vice President, if any, shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

(c) The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Associations' books and records.

(d) 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 preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

5.6 Execution of Instruments. 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.

5.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 4.8 above.

ARTICLE VI

COMMITTEES

6.1 General. The Board may create such committees of the Board and appoint members thereto as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

6.2 Design Review Committee. Declarant shall be the sole member of the Design Review Committee ("DRC") as set forth in the Declaration. Upon expiration or prior assignment of Declarant's status as the DRC to the Board, the members of the Board of Directors shall serve as the members of the DRC. The Board may delegate to other Persons the authority to serve on the DRC by appointment as set forth in Section 6.1 above.

ARTICLE VII

MISCELLANEOUS

7.1 Indemnification. The Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

7.2 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

7.3 Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order Newly Revised* (current edition) shall govern the conduct of Association proceedings when not in conflict with the Governing Documents.

7.4 Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors and committees of the Board. The books and records of the Association shall be made available, at the office of the Association, which may include the office of the Association's management agent, if any, or at such other place within the Subdivision as the Board shall designate, for inspection and copying by Members in accordance with the Nonprofit Code. The Board may establish rules with respect to inspection of the records, including without limitation the following: notice to be given to the custodian of the records; hours and days of the week when such an inspection may be made; and payment of the cost of reproducing copies of documents requested.

7.5 Electronic Records, Signatures and Documents. To the extent permitted by Georgia law and the Governing Documents, the Association and its Members, officers and directors may perform any obligations or exercise any rights by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board in its sole discretion.

7.6 Notices.

7.6.1 Method. Except as otherwise provided in the Governing Documents, all notices, demands, bills, statements, and other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first-class U. S. Mail (postage prepaid):

(i) if to a Member, at the address of the Lot of such Member or at such other address that the Member has designated in writing and filed with the Secretary; or

(ii) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address designated by notice in writing to the Members pursuant to this section.

If mailed, any notice shall be deemed delivered when deposited in first-class U. S. Mail correctly addressed with postage prepaid.

7.6.2 Electronic Transmission. For purposes of these Bylaws, an "electronic transmission" shall mean a form of communication that does not directly involve the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by the recipient. Electronic transmissions include but are not limited to email and facsimile transmissions. In order for an electronic transmission permitted by these Bylaws to be effective, the recipient must consent to the form of transmission and the number or address for receipt thereof.

7.7 Amendment of Bylaws.

7.7.1 By Declarant. These Bylaws may be amended unilaterally at any time and from time to time by Declarant if such amendment is any of the following: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) specifically required to enable any institutional or governmental entity to make, purchase, insure, or guarantee Mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend these Bylaws without a vote of the membership for any other purpose; provided, however, such amendment may not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot under the Declaration nor shall it adversely affect title to any Lot without the consent of the affected Owner.

7.7.2 By the Board. The Board of Directors, with the written consent of Declarant, may amend these Bylaws without a vote of the Members for any of the following reasons: (a) to elect to be governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; (b) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (c) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; or (d) if such amendment is specifically required to enable any institutional or governmental entity to make, purchase, insure, or guarantee Mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing.

7.7.3 By Members. In addition to the above, these Bylaws may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the Eligible Association Vote and the consent of Declarant.

7.7.4 Limitation Period. If legal action is not instituted to challenge the validity of any amendment to these Bylaws within six (6) months after the adoption thereof, then any such amendment shall be presumed to be validly approved and adopted. This limitation period shall not apply to any challenge by Declarant.

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

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly appointed and acting Secretary of Meadows at Miller's Pond Homeowner's Association, Inc., a Georgia nonprofit corporation.

That the foregoing Bylaws constitute the original Bylaws of said Association duly adopted by unanimous consent in lieu of a meeting of the Board of Directors to be effective as of March 20, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of March 2013.

_____
Secretary

(CORPORATE SEAL)