

**AMENDED & RESTATED BYLAWS**

**OF**

**LEAFMORE FOREST CONDOMINIUM**  
**ASSOCIATION, INC.**

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**PREPARED BY:**

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## **1. GENERAL PROVISIONS**

### **A. Applicability.**

These Bylaws provide for the self-government of Leafmore Forest Condominium Association, Inc., in accordance with the Georgia Condominium Act ("Act"), the Articles of Incorporation filed with the Secretary of State of Georgia, and the Declaration of Condominium for Leafmore Forest, recorded in the DeKalb County, Georgia land records ("Declaration"), as amended.

### **B. Name.**

The name of the corporation is Leafmore Forest Condominium Association, Inc. ("Association").

### **C. Definitions.**

The terms used herein shall have their generally accepted meanings or the meanings specified in the Declaration.

### **D. Membership.**

An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. An Owner's spouse or Domestic Partner may exercise any of the membership powers and privileges of the Owner. If more than one Person holds title to a Unit, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of the Unit. Membership may be transferred only in connection with the transfer of the Unit.

### **E. Entity Members.**

If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall be eligible to represent such entity in the affairs of the Association. However, only those natural persons actually occupying a Unit and residing with the Leafmore Forest community shall be eligible to serve on the Association's Board of Directors. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity that is the Owner of the Unit. Termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy may be filled in accordance with these Bylaws.

### **F. Voting.**

Each Unit shall be entitled to one (1) vote, which vote may be cast by the Owner or by a lawful proxy as provided below. When more than one Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves. In no event shall more than one vote be cast with respect to any Unit. If only one co-Owner or only an Owner's spouse or Domestic Partner attempts to cast the vote for a Unit, it shall be conclusively presumed that such vote is authorized for the Unit. If the co-Owners or an Owner and his or her spouse or Domestic Partner disagree about how to cast the Unit's vote, and two or more of them attempt to cast the Unit's vote, such Persons shall not be recognized and such votes shall not be counted.

If a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if any Owner or Occupant of the Unit is in violation of the Association's Legal Instruments and the voting rights for such Unit have been suspended, the Owner of such Unit shall not be eligible to: (1) vote, either in person or by proxy; (2) act as proxy for any other Owner; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a Director (if serving on the Board of Directors). In establishing the total number of eligible votes for a quorum, a majority, or any other purposes, such Unit shall not be counted as an eligible vote.

**G. Electronic Communications.**

**(1) Records and Signatures.**

Whenever the Association's Legal Instruments require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic record if the Board of Directors has affirmatively published regulations permitting an electronic record or document as a substitute for a written item.

Whenever these Bylaws require a signature on a document, record or instrument, an electronic signature satisfies that requirement only if: (a) the Board of Directors has affirmatively published regulations permitting an electronic signature as a substitute for a written signature; and (b) the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (c) the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

**(2) Verification and Liability for Falsification.**

The Board of Directors may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

**2. MEMBERSHIP MEETINGS AND ACTIONS**

**A. Annual Meetings.**

The purpose of the annual membership meeting shall be to elect Directors of the corporation and conduct other business that shall come before the meeting. The regular annual membership meeting shall be called on either the second or third weekend in May of each year with the time and location to be set by the Board of Directors. No annual membership meeting shall be set on a legal holiday.

**B. Special Meetings.**

Special membership meetings may be called for any purposes at any time by the Board of Directors or upon written petition of 25% of the Owners. Any such written petition by the Owners must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Association membership is authorized to act under these Bylaws or the Declaration, including, but not limited to, proposing and voting on amendments to the governing legal documents of the Association. The petition, with original signatures, must be submitted to the Association's Board of Directors. The

Board shall then verify that the required number of Owners have joined in the petition. The President shall then promptly call a special membership meeting for all lawful purposes stated in the petition, at a date, time and location selected by the President; however, such meeting date shall be held no sooner than forty-five (45) days and no later than seventy-five (75) days from the date that the petition is received by the Association's Secretary. The Secretary shall send notice of such special membership meeting in accordance with these Bylaws. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

**C. Notice of Meetings.**

The Secretary shall give notice of each annual or special membership meeting to the record Owner or Owners of each Unit, or to the Unit address, at least 21 days prior to each annual membership meeting and at least seven days prior to each special membership meeting. The notice shall state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these Bylaws shall be considered proper service of notice.

**D. Waiver of Notice.**

Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any membership meeting, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Owner specifically objects to improper notice at the time the meeting is called to order or the Owner objects to improper notice of the specific business before the business is put to a vote.

**E. Quorum.**

The presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast 51% of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. In establishing the total number of eligible votes for a quorum, if a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Unit have been suspended, that Unit shall not be counted as an eligible vote.

**F. Adjourned and Reconvened Meetings.**

Any membership meeting may be adjourned, to be reconvened at a later date or time, by vote of the Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business that could have been transacted properly at the original session of the meeting may be transacted at the reconvened session. No additional notice of such reconvened session shall be required if the original session is adjourned for a period not exceeding 10 days.

**G. Proxies.**

Any Owner entitled to vote may do so by written proxy. Any Owner may solicit proxies for or against any Board Member nominee or any other action that properly comes before the membership for a vote. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before registration at the membership meeting for which it is to be used. The Board may accept proxies by whatever means it deems acceptable. A proxy is revoked only if: (1) the Owner giving the proxy attends the meeting in person and requests the proxy back during registration for the meeting (attendance alone does not invalidate the proxy); (2) the Owner giving the proxy signs and delivers to the Board a written statement revoking the proxy or substituting another person as proxy; or (3) before the proxy is exercised, the Board receives notice of the death or incapacity of the Owner giving the proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

#### H. Action Taken Without A Meeting.

In the Board's discretion, any action that may be taken by the Owners at any annual or special membership meeting may be taken without a meeting by written ballot or written consent as provided below.

##### (1) Written Ballot.

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

All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter, other than election of Directors; and (c) specify the time by which such ballot must be received by the Board of Directors in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written ballot shall be effective upon the receipt of the affirmative vote necessary to take such action.

##### (2) Written Consent.

Approval by written consent shall be valid only when the affirmative written consents received equals or exceeds the vote that would be required to approve the matter at a meeting. Consents shall be filed with the minutes of the membership meetings. Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written consent shall be effective 10 days after sending the notice of approval described below.

##### (3) Notice to Members of Approval.

If an action of the Association membership is approved by written ballot or written consent, the Board of Directors shall issue notice of such approval to all Owners.

#### I. Order and Conduct of Business.

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

### 3. BOARD OF DIRECTORS

#### A. Composition and Selection.

##### (1) Number and Eligibility.

The Board of Directors shall be composed of five (5) persons who shall govern the affairs of the Association. The Directors shall be Owners, as defined in the Declaration as record title holder of a Unit, Co-Owners, Spouses and/or Domestic Partners of Owners; provided, however, no Owner and his or her Co-Owner, Spouse, and/or Domestic Partner may serve on the Board at the same time. If, at the time of an election, a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights for a Unit have been suspended, no person representing such Unit shall be eligible for election to the Board.

##### (2) Term of Office.

Those Directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected as provided herein. Those persons receiving the most votes shall be elected to the number of positions to be filled. At the expiration of the term of office of each member of the Board of Directors a successor shall be elected to serve for a term of one (1) year, commencing on the date of the election and expiring at the next annual membership meeting after such election. A member of the Board shall hold office until his or her respective successor is elected, he or she is removed, or he or she resigns. However, a Board Member may only serve two (2) consecutive, one (1)-year terms after which time such Board Member may not serve for another term by either election or appointment until the expiration of one (1) full year.

##### (a) Unexpired Terms.

At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is appointed by the remaining Board Members to fill the remainder of such new term, or until he or she resigns. Directors appointed by the Board to serve any unexpired term of a Board Member whose position has been vacated shall serve only one (1) full year term if the appointment is for 180 days or more until the next annual meeting shall be held; but said appointed director shall be entitled to serve another, full one (1) year term (in addition to the appointed term) if said appointment is made 179 days or less until the next annual meeting is held after the appointment.

##### (3) Removal of Directors.

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

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

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

Any Director may be removed by the vote of the other Association Directors if: (1) he or she is absent from 3 or more meetings of the Board of Directors in any fiscal year; (2) his or her Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge; (3) the voting rights for his or her Unit have been suspended; (4) he or she was



appointed by the other Directors to fill a vacancy; or (5) he or she files any legal action, counterclaim or administrative action against the Association, any Director or Officer, in his or her capacity as such, or the Association's managing agent.

**(4) Vacancies.**

Vacancies in the Board of Directors caused by any reason, except the removal of a Director by vote of the Association membership, shall be filled by a vote of the remaining Directors. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the Director position being filled.

**(5) Compensation.**

Directors shall not be compensated for services performed within the scope of their duties as Association Directors. However, Directors may be reimbursed for the expenses incurred in carrying out their duties as Association Directors upon the approval of such expenses by the Board of Directors. The Association may give the Directors nominal gifts or tokens of appreciation for recognition of services performed by them. For purposes hereof, reasonable food and beverages purchased for meetings of the Board shall not be considered compensation.

**(6) Director Conflicts of Interest.**

Directors are prohibited from entering into any contract and/or being compensated for services or supplies furnished to the Association.

**(7) Nomination.**

Nomination for election to the Board of Directors shall be made: (a) by Nominating Committee as outlined herein below, (b) by Owners who desire to nominate themselves or others as outlined herein below, or (c) from the floor at the meeting, or, if elections are conducted by mail-in ballot or electronically in lieu of a meeting, by the method and date prescribed by the Board.

(a) **Nominating Committee:** The Board shall appoint a nominating committee to make nominations prior to the meeting. Each nominee shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. The Nominating Committee shall consist of a Chairman, a Board Member, and at least three (3) additional Members of the Association who are not on the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting of the members for the purpose of nominating Directors for election at that meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations are to be made from among the Members of the Association.

(b) **Owner Nominations:** Any Unit Owner in good standing may nominate himself or herself, or any other Unit Owner who is a Member of the Association also in good standing at the time of the nominations and who is not past due on the payment of assessments, fines or other charges to the Association and who is not otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, to serve on the Board of Directors. Such nominations shall be made in accordance with rules for nominations which shall be published by the Nominating Committee at least sixty (60) days prior to each annual meeting, and shall be the same requirements to be observed by the Nominating Committee for inclusion of a nominee on the ballot and proxy for any annual meeting.

(c) **Nominations from the Floor:** Any Unit Owner in good standing may nominate himself or herself, or any other Unit Owner who is a Member of the Association also in good standing at the time of the nominations and who is not past due on the payment of assessments, fines or other charges to the Association and who is not otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, from the floor of any annual meeting to serve on the Board of Directors.

(8) **Elections.**

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

**B. Meetings.**

(1) **Regular Meetings.**

Regular meetings of the Board of Directors shall be held at least every three months, at such time and place as determined by the Board.

(2) **Special Meetings.**

The President is authorized to call a special Board of Directors meeting. In addition, the President is required to call a special Board meeting at the request of at least a majority of the Directors.

(3) **Notice of Meetings.**

Except as provided in this Paragraph, the President or Secretary shall give each Director and Owner at least two-days notice of any Board of Directors meeting, except in the case of emergencies in which case only 24 hours notice may be given. A newly elected Board may meet immediately following their election without notice. Regularly scheduled Board meetings may be held without notice provided the schedule for such meetings is announced to the Directors and Owners at the beginning of each fiscal year.

(4) **Waiver of Notice.**

Waiver of notice of a Board of Directors meeting shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any Board meeting, either before or after such meeting. A Director's attendance at a Board meeting shall be deemed waiver by such Director of improper notice, unless such Director objects to improper notice at the time the meeting is called to order. If all Directors are present at any Board meeting, no notice shall be required, and any business may be transacted at such meeting.

(5) **Quorum and Voting.**

The presence of a majority of Directors shall constitute a quorum for the transaction of business. One or more Directors who participate in a Board meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, if all persons participating in such meeting can hear each other. Directors may not participate in Board meetings by proxy. Any electronic communication evidencing a meeting or vote of the Directors must be printed and attached to the official minutes of the meeting at the next, in person meeting of the Board.

Unless otherwise provided herein, all decisions of the Board of Directors shall be by majority vote. No Director shall participate in any vote of the Board if, at the time of the vote, his or her Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights for such Unit have been suspended.

**(6) Conduct of Meetings.**

The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all Board of Directors meetings. The President may establish rules of conduct and the order of business for all Board meetings.

All meetings of the Board of Directors shall be open to all Owners. Notwithstanding the above, the Directors may adjourn any Board meeting and reconvene in executive session, with only the Directors and other people authorized by the Board present. In executive session, the Board may discuss and vote upon personnel matters, litigation in which the Association is or may become involved, delinquent accounts, violations of the Association Legal Documents, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

The Board of Directors may order the removal of any meeting guest who, in opinion of a majority of the Directors present at the meeting, either disrupts the conduct of business at the Board meeting or fails to leave such meeting upon request after an announcement that the Board will reconvene in executive session.

**(7) Action Without a Meeting.**

The Board of Directors can take action outside of a properly called meeting if a majority of the eligible Directors consent in writing or electronic mail to such action. Such signed, written consents must describe the action taken outside a meeting and be filed with the minutes of the Board meetings.

**C. Authority.**

**(1) Powers and Duties.**

The Board of Directors shall manage the affairs of the Association and have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities. Unless otherwise required by the Declaration, the Act or the Georgia Nonprofit Corporation Code, the Board may perform all of its responsibilities without a vote of the Association membership. The Board may delegate any and all of its functions, in whole or in part, to any other entity. Directors shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule as set forth in O.C.G.A. Section 14-3-830. In addition to the duties imposed by these Bylaws, the Board shall have the power to do the following (by way of explanation and not limitation):

- (a) control, manage, operate, maintain, repair, replace, and improve all portions of the Common Property as defined in the Declaration;
- (b) grant and accept permits, licenses, utility easements, leases, and other easements;
- (c) acquire, hold and dispose of tangible and intangible personal property and real property;
- (d) make, delete and amend reasonable rules and regulations governing the use of the Community;

(e) enforce by legal means the provisions of the Association Legal Documents as provided in the Declaration and the Act;

(f) bring or defend any actions or proceedings which may be instituted on behalf of or against the Owners concerning the Association or the Common Property;

(g) prepare and adopt an annual budget and establish the contribution from each Owner to the Common Expenses;

(h) establish the means and methods of collecting assessments as provided in the Declaration;

(i) deposit Association funds in a financial depository or institution that the Board of Directors shall approve, or otherwise invest the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and use such funds to administer the Association;

(j) designate the signatories of all Association bank and other financial accounts;

(k) obtain and carry insurance against casualties and liabilities as provided in the Declaration and pay the premium cost thereof;

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

(m) designate, hire, dismiss and contract with the personnel necessary to operate the Association and the personnel necessary to maintain, repair, replace and improve the Common Property and, where appropriate, compensate such personnel; and

(n) purchase equipment, supplies and material to be used by Association personnel in the performance of their duties.

**(2) Management Agent.**

The Association may, but shall not be required to, hire a professional management agent or agents, to be compensated as established by the Board of Directors, and to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts to provide for termination of any such management contract with or without cause and without penalty, upon thirty-days written notice, and for a term not in excess of one year.

**(3) Borrowing.**

The Board of Directors, on behalf of the Association, shall have the power to borrow money to maintain, repair, restore or replace the Common Property only upon the approval of a majority of the total Association votes cast present, in person or by proxy, at a duly called meeting, or outside of a meeting by written consent.

**(4) Committees.****(a) Nominating Committee.**

The Board of Directors shall appoint a nominating committee to nominate candidates for election to the Board.

**(b) Architectural Committee.**

The Board of Directors may establish an Architectural Committee to administer the architectural controls as provided in the Declaration.

**(c) Other Committees.**

The Board may establish such other committees as it shall determine, with the powers and duties that the Board of Directors shall authorize.

**(d) Service on Committees.**

Unless otherwise provided by the Board of Directors, the Board in its discretion may appoint and remove the members and chairpersons of each committee.

**D. Liability and Indemnification.**

The Association shall indemnify every Director, officer and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such Director, officer or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been a Director, officer, or committee member, whether or not such person is a Director, officer or committee member at the time such expenses are incurred subject to the limitations below.

The Directors, officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Director, officer, or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors or officers may also be members of the Association), and the Association shall indemnify and forever hold each such Director and officer free and clear 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 Director, officer, or committee member, or former Director, officer, or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, directors' and officers' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

#### **4. OFFICERS**

##### **A. Designation and Qualification.**

The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President and Vice President shall be Directors. The Secretary and Treasurer may, but are not obligated to be, Directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office simultaneously.

##### **B. Election and Terms of Offices.**

The Board of Directors shall elect the Association officers annually at the first Board meeting following each annual membership meeting. The Association officers shall serve until a successor is elected, the Board removes the officer, or the officer resigns. Officers shall be subject to the same term limits as Directors as outlined herein above.

##### **C. Removal of Officers.**

The Board of Directors may remove any officer with or without cause.

##### **D. Vacancies.**

The Board of Directors may fill any vacancy in any office arising because of death, resignation, removal, or otherwise. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the officer position being filled.

##### **E. President.**

The President shall be the chief executive officer of the Association and shall establish the agenda for and preside at all meetings of the membership and the Board of Directors. The President shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

##### **F. Vice President.**

The Vice President shall act in the President's absence and shall have the same powers, duties, and responsibilities as the President when so acting.

##### **G. Secretary.**

The Secretary shall keep the minutes of all meetings of the membership and the Board of Directors. The Secretary also shall keep all Association books and records and perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

**H. Treasurer.**

The Treasurer shall have the responsibility for the Association's funds and securities. The Treasurer shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association, prepare all required financial statements and tax returns, deposit all Association funds in such depositories as may be designated by the Board of Directors, and prepare the budget as provided in the Declaration. The Treasurer may delegate all or a part of the above responsibilities to a management agent.

**I. Other Officers.**

The Board of Directors may appoint one or more assistant treasurers, assistant secretaries, or other officers or subordinate officers with such titles and duties as defined by the Board. Any assistant, subordinate or other officers shall not be required to be Directors.

**J. Agreements, Contracts, Deeds, Leases, Etc.**

At least two officers of the Association (or such other person(s) as may be designated by resolution of the Board of Directors) shall execute all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association.

**K. Standard of Conduct**

Officers shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule described in O.C.G.A. Section 14-3-842.

**5. MISCELLANEOUS****A. Notices.****(1) Method of Giving Notices.**

Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by the Association Legal Documents shall be in writing and shall be given by:

- (a) Personal delivery;
- (b) United States mail, first class, postage prepaid;
- (c) Statutory overnight delivery;
- (d) Electronic mail;
- (e) Facsimile; or

(f) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

**(2) Address For Notices.**

Notices given by one of the methods described above shall be given:

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

(b) If to an Occupant, to the address, electronic mail address or facsimile number that the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or

(c) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

**B. Fiscal Year.**

The fiscal year of the Association shall be May 1 through April 30<sup>th</sup> of each year, unless otherwise set by resolution of the Board of Directors.

**C. Financial Statements.**

Financial statements shall be prepared annually in the manner provided by the Board of Directors. Financial statements must be made available to Owners and to the holder, insurer or guarantor of any first mortgage on a Unit within 120 days of the end of the Association's fiscal year.

**D. Financial Review.**

A year-end financial review and tax return preparation of the Association's accounts shall be performed annually by a Certified Public Accountant (CPA) who is not an owner or resident of Leafmore Forest, in the manner provided by the Board of Directors. The Board shall give a financial report to the Owners at the annual membership meeting.

**E. Amendment.**

(1) **Member Approval Procedure.** Except where a higher vote is required for action under any other provisions of the Declaration, these Bylaws or by the Act, these Bylaws may be amended with the approval of Owners holding 63% of the members who are present, in person or by proxy, and voting at a duly called meeting. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the DeKalb County, Georgia land records.

(2) **Default Approval Procedure After Owner Non-response.** It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending the Declaration or these Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of these Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.



If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

(3) **Eligible Mortgage Holder Approval.** In addition to approval by the Owners as provided above, material amendments to the Declaration and these Bylaws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

(4) **Amendments to Comply with Law or Conform Documents.** Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend the Declaration and these Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between the Declaration, these Bylaws, the Articles, and applicable laws.

(5) **Validity of Amendments.** No Person shall be permitted to bring any legal action to challenge the validity of an amendment to the Declaration or these Bylaws more than one year after the recording thereof in the DeKalb County, Georgia land records.

#### **F. Books and Records.**

To the extent provided in O.C.G.A. Section 14-3-1602, and upon written request received at least five business days before the date requested for an inspection, all Association Owners and any Eligible Mortgage Holder shall be entitled to inspect the Association's books and records at a reasonable time and location specified by the Association. The Association can limit the length of time of each inspection, but such time limit shall not be less than two hours per inspection. The Association may impose a reasonable charge, covering the cost of labor, materials and copies of any documents, including but not limited to the customary copy charge and hourly fee of the Association's agent supervising such inspection. To prevent abuse of an Owner's inspection rights, records previously inspected by an Owner are not subject to inspection again by the same Owner more than once per year.

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other Owners. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

#### **G. Conflicts.**

The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation or these Bylaws, such laws and documents, in that order, shall prevail.

**H. No Discrimination.**

No action shall be taken by the Association or the Board of Directors that would unlawfully discriminate against any person on the basis of race, creed, color, religion, sex, national origin, familial status or handicap.

**I. Captions.**

The captions herein are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or intent of these Bylaws.

**J. Gender and Grammar.**

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

**K. Severability.**

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

**6. Rule Making and Enforcement**

**A. Authority and Enforcement.** The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Property; provided copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

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

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

**B. Fining and Suspension Procedure.** The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this Paragraph 6(B) shall not be required for the following: (i) late charges on delinquent assessments, (ii) suspension of voting rights if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic, or (iii) suspension of common utility services, which shall be governed by the Declaration.

(i) **Notice.** If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or

suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspensions. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). 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 violator.

(ii) Hearing. If a written request for hearing is received from the violator 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 violator 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 loss of the right to challenge and request reconsideration of the fines.

**C. Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations, or performing maintenance on any Unit upon a failure by the Unit Owner to do so, or by suit at law or in equity to enjoin any violation or to recover monetary damages or both) without the necessity for compliance with the procedure set forth in Paragraph 6(B) of these Bylaws. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

[Signatures Continued on Next Page].

**CERTIFICATION**

I, the undersigned, do hereby certify:

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

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by the Board  
of Directors of the Association on the 9th day of Sept, 2002010

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said  
Association this 21st day of Sept, 2002010

**LEAFMORE FOREST CONDOMINIUM  
ASSOCIATION, INC.**

*Lunice Suke* (Seal)  
Secretary

[CORPORATE SEAL]