

AMENDED AND RESTATED BY-LAWS
OF
FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

These Amended and Restated By-Laws of Fairfield Plantation Property Owners Association, Inc. are made this 27th day of August, 2013, by Fairfield Plantation Property Owners Association, Inc. (the "Association") in accordance with the requirements set forth in the Bylaws.

WITNESSETH:

WHEREAS, Fairfield Plantation Property Owners Association, Inc. is a nonprofit corporation formed under the laws of the State of Georgia, for the purpose of managing and operating the residential subdivision created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Fairfield Plantation, recorded in the Office of the Clerk of Superior Court of Carroll County, Georgia (hereinafter, and as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, Fairfield Plantation Property Owners Association, Inc. ("Association") is the "Association" as said term is used and defined in the Declaration; and

WHEREAS, the By-Laws of the Association were adopted by the Association on or about July 1, 2005 to govern the corporate affairs of the Association (said By-Laws being hereinafter referred to as the "Original By-Laws"); and

WHEREAS, pursuant to the Original By-Laws, said Original By-Laws may be altered, amended, or added to by two-thirds (2/3) vote of the Board provided i) provision of the Original By-Laws which are governed by the Declaration may not be amended except in the manner provided therein or otherwise by applicable law and ii) all such amendments shall be certified as and if required by Georgia law; and

WHEREAS, no provisions of the Original By-Laws which are governed by the Declaration are amended hereby; and

WHEREAS, the following Amended and Restated By-Laws of the Association have been duly approved and adopted pursuant to the procedure set forth in the Original By-Laws as evidenced by the Certification of Approval attached hereto as Exhibit "A;"

NOW, THEREFORE, the Original By-Laws of the Association are hereby amended by striking the same in their entirety, and substituting therefor the following:

AMENDED AND RESTATED BY--LAWS
OF
FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Effective Date: September 1, 2013

Stephen A. Winter, Esq.
WINTER CAPRIOLA ZENNER, LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305
(404) 844-5700

BY-LAWS
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AMENDED AND RESTATED BY-LAWS

OF

FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms as used in these By-Laws shall have the same meanings as those terms defined in the Declaration. Additionally, the following terms shall have the following meanings:

1.1. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as the same now exist or as may hereafter be amended.

1.2. "Association" shall mean Fairfield Plantation Property Owners Association, Inc., a Georgia non-profit Membership corporation formed for the purpose of exercising the powers of the Association under the Declaration, the Articles of Incorporation, these By-Laws and the Georgia Non-Profit Corporation Code.

1.3. "Board of Directors" or "Board" shall mean the Board of Directors of the Association, the Members of which shall be elected from time to time as provided in the Declaration, the Articles of Incorporation and these By-Laws. The Board of Directors shall be the governing body of the Association.

1.4. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Fairfield Plantation, recorded in the Office of the Clerk of Superior Court of Carroll County, Georgia, as such document may be amended from time to time.

1.5. "Lot or Lots" shall mean one or more separate parcels of land owned by an Owner in fee simple title and located within Fairfield Plantation, as further defined in the Declaration.

1.6. "Owner or Member" shall mean and refer to one or more Persons, who own fee simple title to any Lot, excluding, however, those Persons having such an interest solely as security for an obligation. Notwithstanding the above, the term "Owner," shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any Person which is, either alone or in conjunction with any other Person or Persons, an Owner. However, any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such Person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that Person.

1.7. "Person" shall mean and refer to a natural Person, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof.

Other terms shall have their natural meanings or the meanings given in the Declaration, or the Georgia Non-Profit Corporation Code.

ARTICLE 2
GENERAL

2.1 APPLICABILITY

These By-Laws provide and supplement the governance of Fairfield Plantation in accordance with the Articles of Incorporation for Fairfield Plantation Property Owners Association, Inc. (“Articles”), and the Declaration of Covenants, Conditions and Restrictions for Fairfield Plantation, as amended and supplemented (“Declaration”) recorded in the Carroll County, Georgia Records and are applicable to the Property in Fairfield Plantation. These By-Laws are binding on all present and future Owners, tenants, residents, or other Persons occupying or using the Lots in any manner. The mere acquisition, rental or act of occupancy of any part of said Lots or Property will signify that these By-Laws are accepted, ratified and will be complied with. These By-Laws are subject to the provisions of the Georgia Non-Profit Corporation Code, the Articles and the Declaration.

2.2. NAME

The name of the corporation is Fairfield Plantation Property Owners Association, Inc.; hereinafter referred to as the “Association,” and it shall have perpetual duration.

2.3. PURPOSE

The Association is organized as a nonprofit corporation for the purpose of promoting and fostering the interest of the property Owners in the development known as Fairfield Plantation, hereinafter referred to as “Fairfield,” situated in Carroll County, Georgia; to encourage and develop civic improvements and activities in said area; to hold, maintain, improve, service and beautify such real property and easements which it may acquire; and to engage in such activities and services as may benefit or assist the property Owners and/or the orderly and appropriate development of the area.

ARTICLE 3
MEMBERSHIP IN THE ASSOCIATION

3.1. ELIGIBILITY

Section 3.1.1. Lot Ownership: Every Person upon acquiring the legal title to any Lot in Fairfield, shall automatically become a Member of the Association and shall remain a Member of the Association until such time that such Person is no longer the legal title holder of any such Lot or as may be otherwise provided in these By-laws. Such membership is not intended to apply to those Persons who shall hold an interest in any Lot merely as security for the performance of an obligation to pay money, e.g. mortgages, deeds of trust, or real estate contract purchases. However if such a Person should realize upon his security and become the real Owner of a Lot, he/she will then be subject to all the requirements and limitations imposed in the Declaration on Owners of Lots within Fairfield, and on Members of the Association, including those provisions with respect to payment of assessments and fees.

Section 3.1.2. Membership: As may be more fully provided below, a spouse or domestic partner of a Member may exercise the powers and privileges of the Member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be

only one (1) membership and one (1) vote per Lot. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 3.1.3. Membership Cessation: Membership shall automatically cease whenever a Person is no longer an Owner of a Lot in Fairfield.

Section 3.1.4. Ownership Transfer Requirements: Upon transfer of title to any Lot in the subdivision, whether such transfer is by sale, inheritance or otherwise, the new Owner must advise the Association thereof.

Section 3.1.5. Entity Members: In the event 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 agent of such other legal entity shall be eligible to represent such entity in the affairs of the Association. The person(s) entitled to cast votes shall be designated in a certificate signed and filed with the Association. The person(s) designated to vote in the certificate shall be known as the "Voting Member". Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position with the Association in which such person may have been serving, to be filled by the Board.

3.2. MEMBERSHIP MEETINGS

Section 3.2.1. Meeting Requirements: All meetings of the Association shall be conducted in accordance with Robert's Rules of Order. Minutes of all membership meetings shall be compiled and entered in the appropriate record books and/or electronic media at the Association office.

Section 3.2.2. Annual Meeting: The annual meeting of the Members of the Association shall be held once each calendar year, on a date and at a place fixed by the Board, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting. At the annual meeting, reports of the affairs, plans, and finances of the Association shall be made to the Members.

Section 3.2.3. Special Meetings: Special meetings of the Members of the Association may be called by the President, the Secretary or by request of the majority of the Board at any time on their own initiative, or when petitioned to do so by written request of at least ten percent (10%) of the membership as defined in Section 3.1.2 and as recorded in the Association's most recent records. Any such written petition by the Members must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Association membership is authorized to vote under these By-Laws or the Declaration. The petition, with original signatures, must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Members have signed the petition and shall submit all proper petitions to the President. The President shall then promptly call a special meeting for all lawful purposes stated in the petition at a date, time and location selected by the President. The Secretary shall send notice of such meeting in accordance with these By-Laws within thirty (30) days of the date of delivery of the petition to the Secretary. Except as provided herein, no business may be conducted at a special meeting unless notice thereof is included in the meeting notice. The meeting notice will include the business to be conducted, which shall be the only business conducted at the special meeting.

Section 3.2.4. Place of Meeting: Membership meetings of the Association, whether annual or special meetings, shall be held at the Property or at such suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3.2.5. Notice of Meetings: It shall be the duty of the Secretary to mail or to cause to be delivered to each Owner a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting, but no more than sixty (60) days prior to each annual or special meeting. The notice shall state the time, place and purpose of such meeting. Notices shall be delivered personally or mailed by United States Mail, postage prepaid, to each Owner at the address of his or her Lot or at such other address designated by such Owner by notice in writing to the Association. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Such notices accompanied by a proxy form, shall be sent by the Board and shall state the purpose(s) of the meeting.

Section 3.2.6. Quorum: At any meeting of the membership, whether special or annual, a quorum shall be deemed present if Members entitled to cast more than one-tenth (1/10) of the eligible votes of the Association are present either in Person or by written proxy. 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 rescheduled.

Section 3.2.7. Majority: As used in these By-Laws, the term "Majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "Majority Vote" shall mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, all decisions shall be by Majority Vote.

Section 3.2.8. Waiver of Notice: Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any Association 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 notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote. An Owner's attendance at a meeting shall also be deemed waiver of all objections to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Owner objects to considering the matter when it is presented. The recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 3.2.9. Adjournment: Other than a meeting that cannot be convened due to a lack of a quorum, any meeting of the Owners may be adjourned for periods not exceeding thirty (30) days by vote of the Owners holding the Majority of the votes represented at such meeting. Any business, which could be transacted properly at the original session of the meeting, may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required. Notwithstanding the above, when any membership meeting, either annual or special, is adjourned for more than thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Section 3.2.10. Action Taken Without a Meeting: In the Board's discretion, any action that may be taken by the Association Members at any annual or special meeting may be taken without a meeting if the Board delivers a written ballot, proxy or consent form to every Member

entitled to vote on the matter. The Board may deliver ballots, proxies and consent forms by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means. Owners shall deliver their vote by written ballot, proxy or consent form by whatever means is specified by the Board.

Section 3.2.10. Consents: Any action which may be taken by a vote of the Owners may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Non-profit Corporation Code.

Section 3.2.11. Decision of Owners: Unless otherwise expressly provided in the Declaration, or these By-laws, and provided a quorum is present, a Majority Vote of the Owners in attendance in person or by proxy represented at the meeting shall be the act of the Owners. Notwithstanding the foregoing, any action which by law or pursuant to the provisions of the Declaration requires the assent of a special percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite percentage so prescribed by law or by the Declaration is obtained. The President may vote. In the event of any tie vote at any annual, special, or adjourned meeting, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie. When the Declaration or these By-Laws require the approval or consent of all or a specified percentage of mortgagees and/or other lien holders, no decision or resolution duly adopted by the Owners shall be effective or valid until such approval or consent shall have been obtained.

Section 3.2.12. Conduct of Business: The President, or the Vice President in the absence of the President, shall preside over all meetings of the Owners and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as all other transactions occurring at such meetings.

3.3. VOTING

Section 3.3.1. Lot Entitlement: Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse or domestic partner, or Voting Member, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-Owner or only an Owner's spouse or domestic partner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-Owner, spouse or domestic partner is authorized to cast the vote for such Lot. In the event of a disagreement among co-Owners or between an Owner and his or her spouse or domestic partner and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, or to be counted for purposes of a quorum if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these By-Laws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum, or for purposes of amending these By-Laws or the Declaration. Cumulative voting shall be prohibited.

Section 3.3.2. Association Voting Restriction: Lots owned by the Association shall be entitled to the voting rights set forth above in Section 3.3.1, provided, however, that such Lots may not be permitted to vote in any annual or special election of Directors.

Section 3.3.3. Proxy: Any Owner (or his/her spouse or domestic partner) entitled to vote may do so by written proxy. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before the time designated in the voting materials. The Board of Directors may accept proxies by whatever means they deem acceptable. A proxy is revoked only if the Owner giving the proxy: (1) attends and votes in person at the meeting (attendance alone does not invalidate the proxy); or (2) signs and delivers to the Board of Directors a written statement revoking the proxy or substituting another Person as proxy. A proxy is also revoked by notice to the Board of Directors (before the proxy is exercised) 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. A proxy shall also automatically be revoked upon the conveyance by an Owner of his Lot and no proxy shall be valid after eleven (11) months from the date of its execution. Unless otherwise approved by unanimous vote of the Board of Directors, the then current President shall be listed as the default proxy holder (i.e. the appointed proxy holder in the event the identification space on a duly executed proxy is left blank) on all proxies sent to the members by the Association. The proxies the President receives as a result of being the default proxy holder shall be voted in accordance with the decision of the majority of the Board of Directors.

Section 3.3.4. Ballot: A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A ballot, once cast may not be revoked.

3.4. DOCUMENTS AND RECORDS

Section 3.4.1. Electronic Documents and Signatures:

Section 3.4.1.1. Documents: Whenever these By-Laws require that a document, record or instrument be “written” or “in writing,” the requirement is deemed satisfied by an Electronic Document. “Electronic Document” means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

Section 3.4.1.2. Signatures: Whenever these By-Laws require a signature, an electronic signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

Section 3.4.1.3. Verification and Liability for Falsification: The Board may require reasonable verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument that, in the Board’s sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in a reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic. Any

Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Section 3.4.2. Access by Membership: All Members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request as defined in Section 3.4.3. Access Requirements:

- 1) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- 2) its By-Laws or restated By-Laws and all amendments to them currently in effect;
- 3) resolutions adopted by either its Members or Board of Directors increasing or decreasing the number of Directors or the classification of Directors;
- 4) resolutions adopted by either its Members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of Members or any class or category of Members;
- 5) the minutes of all meetings of Members and records of all actions approved by the Members for the past three (3) years;
- 6) all written communications to Members generally within the past three (3) years, including the financial statements and accounting records furnished for the past three (3) years. "Accounting Records" shall mean the following: those reports required to prepare an income statement and balance sheet consisting of the original bank statements and cancelled checks and invoices. A Member may review the current operating account and reserve account bank statement, cancelled checks and invoices for the current fiscal year;
- 7) a list of the names and business or home addresses of its current Directors, Members and Officers; and
- 8) its most recent annual report delivered to the Secretary of State.

Section 3.4.3. Access Requirements: A Member may inspect and copy the Association records upon written notice at least five (5) business days before the date on which the Member wishes to inspect and copy only if the Member's demand is made in good faith and for a proper purpose that is reasonably relevant to the Member's legitimate interest as a Member; the Member describes with reasonable particularity the purpose and the records the Member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose.

Section 3.4.4. Access Charges: The Association may impose a reasonable charge, covering the cost of labor and/or material, for access assistance and/or copies of any documents provided to the Member.

Section 3.4.5. Usage Restrictions: A Member request for the membership mailing list of the Association may not be used for commercial or solicitation purposes, and may not be sold. Any Member using Association records for any other purpose than stated in the request may be legally liable for the misuse of Association records.

ARTICLE 4
BOARD OF DIRECTORS, OFFICERS, ORGANIZATION AND DUTIES

4.1. NUMBER OF DIRECTORS

The Association shall be governed by a Board of Directors composed of not less than seven (7) or more than fifteen (15) Directors, all of whom shall be Members in good standing with the Association. The Directors shall be Owners of Lots or spouses or domestic partners of such Owners or Voting Members designated in a certificate filed with the Association; provided, however, no Owner and his or her spouse, domestic partner, or co-Owner or more than one Voting Member from the same entity may serve on the Board at the same time. The number of Directors shall be determined by the Board based on the responsibilities required by the Association. Any Director who ceases to be an Owner, a spouse or domestic partner of a Owner, a Voting Member or who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association shall not be eligible to continue to serve as a Director, provided that any Director who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association shall have ten (10) days to cure such delinquency prior to losing eligibility. If the number of Directors is increased, the terms of those new directors will be one, two, or three years, as determined by the Board, so as to maintain the balance of approximately one-third (1/3) of the Directors leaving office in any given year. No decrease in the authorized number of Directors shall shorten the term of any incumbent Director.

4.2. ELECTION AND TERM

Section 4.2.1. Director Applications: The Election Committee, as defined in Article 5, Section 5.2.6, shall prepare a list of candidates willing to serve, and, if appropriate, propose changes in the number of Directors. The information from the Election Committee will be delivered to the Board no less than sixty (60) days prior to the annual meeting. The Election Committee shall also be responsible for the administration of the candidate background check and drug screening as set forth in Sections 4.2.2 and 4.2.3 below.

Section 4.2.2. Candidate Background Check/Drug Screening: All candidates must submit to and pass a comprehensive personal history background check and drug screening. The Board of Directors shall submit background check and drug screening criteria, as determined in its sole discretion, to an independent search provider of its choosing. Such independent search provider shall be requested to return a report only as to whether a candidate has passed all background check and drug screening criteria set by the Board. At no time shall any personal information be accessible to the Election Committee, Board of Directors, or the Association's management staff.

Section 4.2.3. Membership Nominations: Nominations of Directors for election may also be made by the membership from the floor at the annual meeting or by written ballot cast at the annual meeting, unless dispensed with by unanimous consent of those present at such meeting. Any candidate elected by this process must, within five (5) days of his or her election, submit to the background check and drug screening as set forth in Section 4.2.2 above. Until the results of the background check and drug screening are returned to the Election Committee, the candidate will be declared a "Board Member Elect" and will not be eligible to participate in any Board meetings, decisions or votes. If the Board Member Elect fails to submit to the required background check and drug screening within the specified time or fails to pass the required background check and drug screening, the Board Member Elect will be determined not to have met the requirements for election to the Board and shall be ineligible to serve as a

member of the Board. In such event, the Elections Committee, working with the Associations election auditors, will award the position to the candidate receiving the next highest number of votes in the election, who shall then be required to submit to and pass the required background check and drug screening procedure as set forth above. Directors shall be elected by a plurality of the votes cast. Cumulative voting is not permitted.

Section 4.2.4. Term: Those Directors serving on the effective date of these By-Laws, shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected by the vote of the Members, as provided in Section 3.2.2. Those Members receiving the most votes shall be elected to the number of positions to be filled. All successor Directors shall be elected for three (3) year terms and shall hold office until their successors are elected.

Section 4.2.5. Board Proxy Voting: All proxies assigned to the Board shall be voted for the issues and candidates that are selected by the majority of the Board in a secret ballot.

4.3. VACANCIES

Section 4.3.1. Director Vacancy: If a vacancy occurs among the Directors, caused by any reason, except the removal of a Director by a vote of the membership with a successor elected by the membership, the vacancy shall be filled by a Majority Vote of the remaining Directors at any Board meeting. The successor shall hold office for the remainder of the term of the Director being replaced. The Board shall fill such vacancy as soon as feasible.

Section 4.3.2. Removal of Director(s) By the Membership: At any annual or special Association meeting, duly called, any one or more Board Members may be removed with or without cause by a Majority of the Association Members, and successor(s) may then and there be elected to fill the vacancy created. If, for any reason, the Members fail to elect a successor to fill a vacancy at the meeting at which the Director was removed, the Board shall fill the vacancy in accordance with Section 4.3.1. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his/her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4.3.3. Removal of Directors By the Board: Any Director who has had three (3) consecutive unexcused absences from regularly scheduled Board or committee meetings, has consistently failed to perform the duties assigned to him/her, has engaged in activities in such a manner to be a conflict of interest or detrimental to the Association, or is more than thirty (30) days past due in the payment of any assessment may be removed by the vote of a Majority of the other Directors. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

4.4. MEETINGS OF THE BOARD

Section 4.4.1. Organizational Meetings: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such time and place as may be determined by the Directors.

Section 4.4.2. Regular Meetings: The Board shall meet on such dates, places and times as it shall, by a Majority Vote of the Board, determine; however, in no event shall the Board meet less frequently than once every three (3) months. Meetings shall be open to all Members in good standing. Members other than Directors may not participate in any discussion or deliberation unless expressly authorized

by the Board. In the discretion of the Board, open forum time may be provided prior to, during or after the meeting for membership commentary. Minutes of these meetings shall be properly maintained.

Section 4.4.3. Monthly Planning Meetings: Monthly planning meetings may be held at the discretion of the Board and are closed to the Members except by invitation for a specific agenda item only. Meeting time and place shall be scheduled as desired, with meeting notice given no less than forty-eight (48) hours prior to the meeting. There shall be no requirement to publish minutes of these meetings. The Board shall not take any action in these meetings that would normally require a vote of the Board.

Section 4.4.4. Special Meetings: Special meetings of the Board may be called by the President on his/her own initiative, whenever in his/her judgment it may be deemed necessary, or upon the request of any two (2) Members of the Board. Notice of a special meeting of the Board shall state the meeting purpose and shall be made available to all Members of the Board with no less than forty-eight (48) hours notice. The meeting may be held within forty-eight (48) hours with the approval of two-thirds (2/3) of the Board. Minutes shall be properly maintained.

Section 4.4.5. Executive Sessions: Executive sessions are closed meetings of the Board for the sole purposes of discussion and/or voting on legal or personnel issues. The Board may entertain a motion and vote to go into executive session at any time during a duly called meeting where a quorum is present. No minutes will be kept during executive sessions, and all information discussed in the executive session must be maintained in strictest confidence.

Section 4.4.6. Waiver of Notice: Any Director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting unless such Director objects to improper notice at the time the meeting is called to order. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such Director as required hereunder and by Georgia law. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 4.4.7. Conduct of Meetings: The President, or the Vice President, in the absence of the President, shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 4.4.8. Action Without a Meeting: Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the Directors consent in writing or via e-mail to such action. The written consents must describe the action taken and be signed by no fewer than a majority of the Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors or of the appropriate committee, and such consent or consents shall be treated for all purposes as a vote at a meeting. Action taken under this provision is effective when the last Director or committee member signs the consent, unless the consent specifies a different effective date.

Section 4.4.9. Quorum and Voting: The presence of Directors entitled to cast one-half (1/2) of the eligible votes of the Board of Directors shall constitute a quorum for the transaction of business. One or more Directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all Persons participating in the meeting can hear each other. Directors may not participate in meetings by proxy. 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 of Directors if at the time of the vote his or her Lot is shown on the books and records of the Association to be more than thirty (30) days past due in any assessment or charge or if the voting rights for his or her Lot have been suspended. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The necessary quorum shall be required at the adjourned session. At all meetings of the Board of Directors, each Director, including the President, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his or her vote as a Board member, exercise a supplemental vote to break the tie vote.

Section 4.4.10. Participation and Attendance: Officers and Directors of the Board are expected to attend all meetings of the Board and participate in Board and committee activities to the maximum extent possible. Each Board Member is expected to take an office or an active role on one or more committees, serving either as chair or Board liaison.

4.5. DUTIES AND RESPONSIBILITIES OF THE OFFICERS

Section 4.5.1. Designation: The principal Officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Board Members. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate Officers as in its judgment may be necessary. Any assistant or subordinate Officers shall not be required to be Board Members. No Person may hold more than one (1) office.

Section 4.5.2. Election of Officers: The Association Officers shall be appointed annually by the Board of Directors at a meeting of the Board within ten (10) days following each annual election of the Board Officers shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 4.5.3. Removal/Resignation of Officers: Upon the affirmative vote of a Majority of the Board Members, any Officer may be removed, either with or without cause, and a successor may be elected. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.5.4. Vacancy in Office: A vacancy in any office arising because of death, resignation, removal, or otherwise, may be filled by the Board for the unexpired portion of the term in the manner prescribed for regular election.

Section 4.5.5. President: The President shall be the chief executive Officer of the Association; shall preside over all meetings of the Board in accordance with Robert's Rules of Order; and shall be an ex-officio Member of all committees of the Association. The President shall chair the Executive Committee and no other committee. The President shall serve on the Asset Management and Strategic Planning Committee, and shall not serve on the Property Control Committee. The President shall have all the general powers and duties which are incident to the office of the president of a

corporation organized under the Georgia Nonprofit Corporation Code, and shall in general, manage, supervise, and control all of the business and affairs of the Association. Without limiting the foregoing, the President shall have the authority to sign, on behalf of the Association, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these By-Laws or the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 4.5.6. Vice-President: In the absence of the President, the Vice-President shall preside and perform the duties of the President, and in the absence of both the President and the Vice President, the Treasurer shall preside and assume the duties of the President. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 4.5.7. Secretary: The Secretary shall handle all correspondence pertaining to the business of the Association, make available to the membership or the Board the time and place of meetings, and perform such other duties as may be assigned by the President or the Board. The Secretary shall cause to be kept accurate minutes of all meetings of the Association and all meetings of the Board in the appropriate manuals at the Association office. The Secretary shall maintain the Resolutions Book with information of dates and content of changes to the By-laws and resolutions passed by the Board.

Section 4.5.8. Treasurer: The Treasurer shall keep accurate accounts and collect all fees due the Association, and shall file annual reports as required by the Georgia Nonprofit Corporation Codes. The Treasurer shall have charge of all of the monies of the Association, deposit same in a reputable financial institution, and shall disburse said funds as ordered or authorized by the Board. The Treasurer shall maintain proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of every fiscal year. He/she shall prepare an annual trial balance, balance sheet, revenue and expense statement, reserve fund statement, and such other financial statements as directed by the Board, and shall present same to the membership at it's regular annual meeting. The Treasurer, and one other Officer, shall sign checks and withdrawal slips on behalf of the Association upon any and all of its bank accounts, or in the Treasurer's absence, any two Officers may sign.

4.6. BUSINESS MANAGEMENT

Section 4.6.1. General Management: The general management of the Association shall be vested solely in the Board, who shall have the overall responsibility for the management of the affairs, funds and property of the Association. The Board shall monitor, consider and maintain strategic short and long range plans.

Section 4.6.2. Board Authority: The Board shall have full power and authority to do all things necessary and incidental to fulfill the stated purposes of the Association, as they deem appropriate to best interest of the Membership. This includes powers as defined in the Georgia Nonprofit Corporation Code, the Declaration, these By-Laws, and all other governing documents of the Association. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the community as a first-class residential community in the quality of its maintenance, use, and occupancy.

Section 4.6.3. Fiscal Year: The fiscal year of the Association shall be May 1st of the year through April 30th of the following year.

Section 4.6.4. Fiduciary Duty: The Board shall have a fiduciary duty to all Members and to the Association to conduct the affairs of the Association in an open and honest manner to the best of its ability.

Section 4.6.5. Rules for Conduct: The Board shall establish and monitor rules for the conduct of the Members and the use of Association property and to fix the penalty for misconduct for any violation of the by-laws or rules.

Section 4.6.6. Other Services: The Board shall provide such other services, as it may deem necessary.

Section 4.6.7. Contracts: Two (2) Officers of the Board must sign all contracts or other instruments that are executed in writing and all pages must be initialed by the signatory Officers.

Section 4.6.8. Information Reliance: Directors are entitled to rely on information prepared by Officers or employees of the Association whom the Directors reasonably believe to be reliable and competent in the matters presented.

Section 4.6.9. Management Agent: The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice and for a term not in excess of one (1) year.

Section 4.6.10. Borrowing: The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities without the approval of the Members of the Association. The Board also shall be authorized to borrow money without a vote of the membership for the purpose of modifying, improving or adding amenities to the Property.

4.7. ASSET MANAGEMENT

Section 4.7.1. Asset Inventory: The Board shall maintain a current listing of Association assets with corresponding asset value, lifecycle expiration and replacement costs where applicable.

Section 4.7.2. Asset Maintenance: The Board shall maintain the condition of all amenities, facilities and assets of the Association for use by the membership. The Board shall maintain, repair and keep open all “developed roads” in Fairfield and owned by the Association. “Developed roads” shall mean any road with at least two (2) Lots that have been improved with structures for occupancy by Owners.

4.8. FINANCIAL MANAGEMENT

4.8.1. ASSESSMENTS

Section 4.8.1.1. Annual Assessments: The Board shall levy against each Member of the Association a uniform annual charge to be determined after consideration of current maintenance needs and future needs of the Association for the purpose set forth in its Articles of Incorporation.

Such assessments shall be levied and collected in accordance with the Declaration. In any year in which there is an excess of assessments over expenditures, the Board of Directors, by resolution and

without the necessity of a vote of the Owners, shall determine either to apply such excess or any portion thereof against, and reduce, the subsequent year's assessments, to apply such excess or any portion thereof to amenity improvements, or to allocate the same to one or more reserve accounts.

Section 4.8.1.2. Timeshare(s) Assessments: Multiple Lot Owners (timeshare) who elect to purchase a full year recreational membership for use of the Fairfield Plantation amenities will be assessed an annual fee not to exceed the Association assessment charge to other property Owners. This assessment, as authorized by the Board, will be collected by responsible management entity(s) and remitted to the Association on an annual basis. This recreational membership, if purchased, applies to the timeshare unit(s) and provides use of the amenities to individuals during their stay in a unit.

Section 4.8.1.3. Payment Requirements: The change or transfer of legal ownership and title of any residential Lot shall not have any effect on the right of the Association to levy and collect any such assessments. The Board shall have the authority to provide how such assessments can be paid, and shall have the authority to provide for the payment of interest, late fees and other such charges in the event any such assessments are not paid when due and payable. Any such provisions must be approved by the Board at the same meeting at which the amount of the annual assessment is determined and approved. Notwithstanding the foregoing, the annual assessment generally must be paid in full by check when the same becomes due and payable; however the Board may provide for the payment of the annual assessment in installments by credit card or by ACH debit, at such times and on such terms and conditions as it, in its sole discretion, shall determine. Any assessment not paid when due shall become a lien upon the residential Lot to which any levy applies in accordance with the Declaration. The written notice of the annual assessment shall be sent to the Owner of the legal title of every residential Lot in Fairfield not later than April 1st of each year and, unless specified otherwise, the annual assessment shall be due and payable on or before May 1st of each year.

Section 4.8.1.4. Financial Statements: Financial statements of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member who requests a copy in writing. Upon written request of any first mortgagee, such holder shall be entitled to receive a copy of the annual financial statement within one hundred twenty (120) days after the end of each fiscal year.

4.8.2. COMPENSATION OF DIRECTORS AND OFFICERS

The Officers, Directors, and Members of the Association serving on a committee shall not receive any salary or compensation for services rendered. Reasonable out of pocket expenses used in the performance of Association business, such as the use of private vehicle for company business, may be reimbursed in accordance with administrative directives.

4.8.3. EMPLOYMENT

The Board shall engage and employ such organizations or Persons at such compensation, as it may deem necessary to carry out and effectuate the objects and purposes of the Association. Spouses of Board Members may not be employed by the Association with compensation in any manner.

4.8.4. BUDGETING

Section 4.8.4.1. Budget Adherence: The Board shall make reasonable efforts to adhere to all budgets and budget variances approved by the Board.

Section 4.8.4.2. Budget Preparation: Capital and Reserve Budgets, plus Operating Income and Expense budgets shall be prepared each year by the Budget and Finance Committee and presented to the Board for review no less than two (2) months preceding the next fiscal year. The Board shall approve the budgets no less than one (1) month preceding the next fiscal year.

Section 4.8.4.3. Purchase Orders: Periodic expenditures applicable to the approved budget need not be individually approved, provided such expenditures by budget line item do not exceed five percent (5%) of the approved budget. A Purchase Order must be approved by two Officers of the Board prior to commitment of funds greater or equal to Five Hundred and NO/100 Dollars (\$500.00).

Section 4.8.4.4. Budget Changes: Subsequent additions and deletions to the approved annual budget must be individually approved by a Majority of the Board as an amendment to the budget.

4.8.5. DEPOSITORIES

The funds of the Association shall be deposited in such banks as the Board may determine, and shall be withdrawn only as determined by the Board under general or special authority. The Reserve Fund must be individually accounted and reported. An annual Reserve Fund audit shall be performed and the Board shall provide recommended actions to be taken to maintain an appropriate reserve fund balance.

4.8.6. SURETY

The Board shall require Officers, Directors and employees of the Association to be bonded and/or insured in an amount and with a surety approved by the Board, the expense of which shall be paid by the Association.

4.8.7. INDEMNIFICATION

Liability and Indemnification of Officers, Directors, and Committee Members: The Association shall indemnify every Officer, Director and Committee Member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an Officer, Director or Committee Member, whether or not such Person holds such position at the time such expenses are incurred. The Officers, Directors and Committee Members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director or Committee Member, or former Officer, Director or Committee Member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, Officers' and Directors' liability insurance to fund

this obligation.

4.9. CONDUCT

4.9.1. CONFLICT OF INTEREST

Director Conflicts of Interest: Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board and the contract is approved by a Majority of the Directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the Director with whom the contract is made. The interested Director shall not count for purposes of establishing a quorum of the Board. The interested Director shall be entitled to be present at the meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by another Director to leave the room during the discussion. No Director of the Association shall participate in the consideration of any "Conflicting Interest Transaction" as defined by the Georgia Nonprofit Corporation Code, O.C.G.A. 14-3-860et seq. (the "Code"), except to the extent permitted by the Code. While the Association incorporates the entire provisions of the Code on Conflicting Interest Transactions herein, specifically, and only by way of partial explanation, no Director shall vote on a matter in which the Director is a party to the transaction or is so closely linked to the transaction and of such financial significance to the Director or a related person that it would reasonably be expected to exert an influence on the Director's judgment if the Director were called upon to vote on the transaction. A Director will be presumed to have a conflicting interest if the transaction involves (i) an entity of which the Director is a director, general partner, agent, or employee; (ii) a person that controls, is controlled by, or is under common control which an entity specified in (i); or (iii) an individual who is a general partner, principal, or employer of the Director. A Director shall disclose prior to consideration of a Conflicting Interest Transaction any conflicts that exist and shall refrain from voting on any such transaction. For purposes of this section, "related person" shall have the meaning included in the Code, and shall include, but not be limited to, the spouse (or parent or sibling thereof) of the Director or a child, grandchild, sibling, parent (or spouse of any thereof), or an individual having the same home as the Director.

ARTICLE 5 **COMMITTEES**

5.1. COMMITTEES

Section 5.1.1. Appointment: Committees, and their respective members, shall be established by the Board as deemed necessary to carry out the responsibilities of the Association. The Board shall assign a Board Member liaison to each committee within one month following the annual meeting. The Board shall have the power to combine functions of two (2) or more of the Committees and create additional committees as deemed necessary for the efficient operation of the Association. Association full-time employees may not serve on committees as Voting Members.

Section 5.1.2. Composition: Unless otherwise provided herein, each committee shall consist of a chairman and two (2) or more Members; all of whom shall be appointed by the Board. The President shall chair the Executive Committee and no others.

Section 5.1.3. Meeting Requirements: All committee meetings shall be documented in meeting minutes that shall be approved, signed and dated by the meeting recorder, with each page initialed. The minutes shall be maintained in electronic media if required, and in the minute book at the

Association office. All committee reports shall be provided to the Board prior to the next monthly Board meeting.

Section 5.1.4. Rules Implementation: All rules, procedures, guidelines, etc. developed by a committee shall be reviewed and approved by the Board prior to implementation. The implementation date shall be noted in the document.

Section 5.1.5. Committees: The following Committees should be established each year, unless otherwise determined by the Board of Directors:

Asset Management & Strategic Planning	Budget, Finance & Insurance
Community Patrol	Community Relations
Executive	Fire Protection
Elections	Property Control
Lakes & Dams	Recreation
Roads/Maintenance	

5.2 DUTIES OF COMMITTEES

Section 5.2.1. Asset Management & Strategic Planning: This committee shall develop and maintain the strategy, objectives, and master plan for future improvements to the Association infrastructure and assets, and monitor activities toward planned objectives. Changes to the Strategic Plan, once accepted, will require a Majority Vote of the Board in a regularly scheduled meeting, prior to implementation. The committee shall maintain a current listing of Association assets with corresponding value, and lifecycle expiration. This committee will coordinate with the Budget, Finance & Insurance Committee to determine the annual reserve fund requirements for asset replacement and/or maintenance. A Member of the Board, other than the President, shall chair the committee.

Section 5.2.2. Executive: There shall be an Executive Committee to meet the emergency business demands of the Association with such powers as the Board may delegate. Committee responsibilities shall include, but not be limited to: the upkeep, maintenance and repair of any and all office and related equipment; the staffing and supervision of all employees; the review of changes to the Owner/Lessee Handbook. The Executive Committee shall consist of the four (4) Board Officers and/or any other Director so appointed by the Board. All Members of the Executive Committee shall serve for a term of one (1) year or until successors are elected. Three (3) members of the Executive Committee shall constitute a quorum. All meetings and actions of the Executive Committee shall be documented and distributed to the entire Board for review prior to the next Board meeting.

Section 5.2.3. Budget, Finance, and Insurance: This committee shall supervise the annual audit of the Association's books and financial statements. It shall be responsible for the preparation and composition of the annual budget which it will present to the Board for approval thirty (30) days prior to the beginning of each fiscal year, and shall perform such other related functions as the Board in its discretion determines. The committee shall compile and present insurance recommendations to the Board as needed. The Treasurer shall be an ex-officio member of the committee and shall not serve as chair.

Section 5.2.4. Community Relations Committee: This committee shall promote Member communications by creating a sense of harmony, spirit and pride within Fairfield; shall establish and maintain positive and meaningful relationships with agencies outside the community; shall coordinate

all special recreation events.

Section 5.2.5. Community Patrol: This committee shall advise the Board on all matters pertaining to, but not be limited to, roadways, gate control, etc. It shall propose such rules and regulations necessary to perform its functions and, upon Board approval, disseminate and enforce the approved rules and regulations.

Section 5.2.6. Elections: No less than one hundred twenty (120) days prior to the annual meeting of the Association, the Board shall appoint members and a chair to serve on the Elections Committee ("Elections Committee"). This committee, as appointed by the Board, shall be chaired by a Board Member with at least one (1) year remaining to serve beyond the current year, and shall include at least two (2) additional Directors with at least one (1) or more years remaining to serve beyond the current year. The Elections Committee shall be responsible for organizing any and all things necessary to conduct the annual election of the Association; presenting a list of nominees to fill upcoming vacancies; recommending to the Board for approval such rules and procedures it deems necessary to conduct the annual elections in a fair and orderly manner; and recommending to the Board for its approval such rules and procedures as it deems necessary to assure a fair and orderly manner in which candidates may apply for election to the Board. Changes to rules or procedures regarding elections or nominations must be approved by the Board no less than sixty (60) days prior to the annual meeting to be held that year. The committee shall be responsible for distribution and handling of the election materials, plus tabulation of the election results.

Section 5.2.7. Fire Protection: This committee shall advise the Board on matters pertaining to the fire protection of the community and shall be responsible for the management of the fire houses, training of the firefighting personnel, procurement and installation of adequate firefighting equipment, and shall perform such other related functions as the Board, in its discretion, determines and approves.

Section 5.2.8. Lakes & Dams: This committee shall advise the Board of requirements for the upkeep, maintenance, repair and the use of the lakes, dams, the Association owned docks and lake-walls, and the island, including recommendation to the Board of such rules and regulations it may deem appropriate regarding any or all of these facilities and areas.

Section 5.2.9. Property Control: The committee members and the chairman shall be appointed by the Board, one (1) of whom shall be a Member of the Board and shall not be the President. It shall perform the duties described in the Declaration, and shall perform such other functions as the Board, in its discretion, shall determine and direct. Variances may be granted only by unanimous written consent of all members of the Property Control Committee when, in their opinion, such a variance is not contrary to the interests, welfare or rights of all or any part of the real property subject hereto or Owner thereof. Variances will be held to a minimum and granting of such variances will be fully documented, and available for inspection by the Board and Association membership. The Property Control Committee shall propose updates to the Construction Manual to the Board for approval.

Section 5.2.10. Recreation: This committee shall advise the Board on matters pertaining to the maintenance and repair of any and all recreational facilities owned by the Association, including the beach, the beach building, the recreation building, pool, basketball courts, miniature golf course and the entire recreational area, the Marina building and the outside area around and surrounding the Marina; and, to plan, arrange and supervise any and all recreation related activities.

Section 5.2.11. Roads/Maintenance: This committee shall advise the Board on all matters pertaining to the maintenance, repair and improvement to the roads, common properties and other facilities

owned by the Association; shall advise the Board on matters pertaining to the maintenance and repair of any and all recreational facilities owned by the Association, including but not limited to the beach, the beach building, the recreation building, pool, basketball courts, miniature golf course and the entire recreational area, the Marina building and the outside area around and surrounding the Marina.

5.3. TEMPORARY COMMITTEES

Temporary committees and/or task forces may be appointed as needed by the President or a Majority of the Board, for a defined purpose and a specified period of time.

ARTICLE 6 MISCELLANEOUS

6.1. NOTICES

Section 6.1.1. Method of Giving Notice: Unless otherwise prohibited in these By-laws, all notices, demands, bills, statements, or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if:

- 1) Personal delivery to the addressee; or
- 2) Via United States mail, postage prepaid; or
- 3) Via electronic mail; or
- 4) Via facsimile; or
- 5) Via a secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

Section 6.1.2. Addressee: Notice sent by one of the methods described in Section 6.1.1. shall be deemed to have been duly given:

- 1) If to a Lot Owner, at the address, electronic mail address or facsimile number, which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
- 2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or
- 3) If to the Association, the Board or the managing agent, at 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.

6.2. SEVERABILITY

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

6.3. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-laws or the intent of any provision thereof.

6.4. GENDER AND GRAMMAR

The use of the masculine gender in these By-laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

6.5. CONFLICTS

The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these By-laws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these By-laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.6. OFFICES

The Association shall maintain at all times a registered office in the State of Georgia and a registered agent at said office. Notwithstanding the above, the Association may also have office at such other places both within and without the State of Georgia as the business of the Association may require.

6.7. GIFTS

The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or device for the general purposes, or for any special purpose, of the Association.

6.8. AGREEMENTS

Subject to the provisions of the Declaration or these By-Laws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Property, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such Persons of its choice such duties of the Association as may be determined by the Board of Directors.

6.9. RIGHTS OF ACTION

The Association and any aggrieved Owner shall be granted a right of action against Owners for failure to comply with the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents.

ARTICLE 7
CHANGES IN BY-LAWS

7.1. BY THE BOARD

The By-laws may be altered, amended, or added to at any duly called meeting of the Board of Directors by two-thirds (2/3) vote of the Board, with the following provisions:

- 1) Provisions of these By-laws, which are governed by the Declaration, may not be amended except in the manner provided therein or otherwise by applicable law; and
- 2) All such amendments shall be certified as and if required by the Georgia law.

7.2. BY THE MEMBERSHIP

These By-laws may be altered, amended, or changed, or new By-laws may be adopted by a Majority of the Members in good standing, represented in person or by proxy, provided that notice of the specific alteration, amendment, change, or if new By-laws be contemplated, a complete set thereof be sent to each Member in the calling for a meeting, per Section 3.2.1, at which the proposed action is to be submitted, with a request for the Member's vote for or against such proposed amendment(s).

7.3. MOTIONS AND RESOLUTIONS

From time to time in the operation of the Association business on an ongoing basis, the adoption and approval of motions and/or resolutions by the Board may clarify, or expand the meaning or intent of these By-laws. Such approved motions or resolutions will be separately documented and indexed in a Book of Resolutions by the Secretary. The documentation will include a clear statement of the motion or resolution, the date of its adoption, and reference to the minutes of the meeting applicable to its adoption.

ARTICLE 8 **RULE MAKING AND ENFORCEMENT**

8.1 AUTHORITY AND ENFORCEMENT

Section 8.1.1. Property Usage: 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 Lots and the Common Property; provided copies of all such rules and regulations shall be made available to all Owners and Occupants. Such rules and regulations may also include the establishment of such fees, charges, and deposits as the Board of Directors may deem to be reasonable, necessary and in the best interest of the Association. 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, By-laws 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 Lot Owners, to take action to enforce the terms of the Declaration, By-Laws or rules and regulations.

Section 8.1.2. Fines and Suspension: The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, 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 By-laws, 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 Lot. If any Occupant violates the Declaration,

By-laws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 8.2. below. The failure of the Board to enforce any provision of the Declaration, By-laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. The Board shall have the power to suspend a Member's rights to vote and use the Common Property for violation of the rules, providing a minimum of fifteen (15) days prior written notice of the suspension and the reason therefore, and the opportunity for the Member to appeal as defined below.

8.2. FINING AND SUSPENSION PROCEDURE

Section 8.2.1. Delinquency Period: The Board may suspend the right to vote or to use the Common Property when an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association in which case such suspensions shall be automatic, unless a written challenge has been received by the Board, or a hearing is pending, in which case the delinquency period is extended until thirty (30) days following the conclusion of the hearing. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection 8.2.3 below.

Section 8.2.2. Notice of Violation: If any provision of the Declaration or By-laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice, which shall state: (1) the nature of the alleged violation; (2) the proposed sanction, to be imposed; (3) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing, which request must be received by the Association within ten (10) days of the date of the notice; (4) the address information for sending the request to challenge the proposed action. If a timely challenge is made and the violation is cured, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. 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.

Section 8.2.3. Hearing: If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time, date, and place, and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. The hearing shall be not less than ten (10) or more than thirty (30) business days from the giving of notice without the consent of the violator. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This document shall be maintained in confidential files, and not be accessible to the Association Members. This Section 8.2.3 shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

8.3. ADDITIONAL ENFORCEMENT RIGHTS

Section 8.3.1. Vehicle Towing/Booting and Lot Maintenance: Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the By-laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing or booting of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon a failure by the Lot 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 Section 8.2.2 of this Article. 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.

Section 8.3.2. Removal of Structures: The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-laws, or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot Owner. All costs of self-help or of otherwise enforcing the Declaration, By-laws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Lot Owner. Additionally, the Association shall have the authority to record in the Carroll County land records a notice of violation identifying an uncured violation of the Declaration, By-laws or rules and regulations regarding the Lot.

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned, being the President and Secretary of Fairfield Plantation Property Owners Association, Inc., a Georgia nonprofit corporation (the "Association"), hereby certify under oath that the foregoing Amended and Restated By-Laws of Fairfield Plantation Property Owners Association, Inc. was duly approved as set forth in the Original By-Laws.

Dated this 27th day of August, 2013.

Howard Ray, President

Frank Hullender, Secretary

Sworn to and subscribed before me
this 27th day of August, 2013.

Notary Public

My Commission Expires:

[Notary Seal]