

**BYLAWS**  
**OF**  
**UNICOI SPRINGS OWNERS ASSOCIATION, INC.**

**WEISSMAN, NOWACK, CURRY & WILCO, P.C.**

**Attorneys**

Two Midtown Plaza, 15th Floor  
1349 West Peachtree Street  
Atlanta, Georgia 30309  
(404) 885-9215  
*[www.weissman-nowack.com](http://www.weissman-nowack.com)*

- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	
1. Applicability .....	1
2. Name .....	1
3. Definitions .....	1
4. Membership .....	1
5. Entity Members .....	1
6. Voting .....	1
7. Majority .....	1
8. Purpose .....	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings .....	2
2. Special Meetings .....	2
3. Notice of Meetings .....	2
4. Waiver of Notice .....	2
5. Quorum .....	2
6. Adjournment .....	2
7. Proxy .....	3
8. Action Taken Without a Meeting .....	3
9. Order of Business .....	3
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection.</u>	
1. Composition .....	3
2. Term of Office .....	3
3. Removal of Members of the Board of Directors .....	4
4. Vacancies .....	4
5. Compensation .....	4
6. Director Conflicts of Interest .....	4
7. Nomination .....	4
8. Elections .....	4
B. <u>Meetings.</u>	
9. Regular Meetings .....	5
10. Special Meetings .....	5
11. Waiver of Notice .....	5
12. Conduct of Meetings .....	5
13. Open Meetings .....	5
14. Action Without a Meeting .....	5

	<u>Page</u>
C. <u>Powers and Duties.</u>	
15. Powers and Duties .....	5
16. Management Agent .....	7
17. Expenditure .....	7
18. Liability and Indemnification of Officers and Directors .....	7
19. Committees .....	7
 IV.           OFFICERS	
1. Designation .....	7
2. Election of Officers .....	7
3. Removal and Resignation of Officers .....	7
4. Vacancies .....	8
5. President .....	8
6. Vice President .....	8
7. Secretary .....	8
8. Treasurer .....	8
9. Other Officers .....	8
10. Agreements, Contracts, Deeds, Leases, Etc. ....	8
11. Compensation .....	8
 V.            RULE MAKING AND ENFORCEMENT	
1. Authority and Enforcement .....	8
2. Fining and Suspension Procedure .....	9
3. Additional Enforcement Rights .....	9
 VI.           MISCELLANEOUS	
1. Notices .....	9
2. Severability .....	10
3. Captions .....	10
4. Gender and Grammar .....	10
5. Fiscal Year .....	10
6. Financial Review .....	10
7. Conflicts .....	10
8. Amendment .....	10
9. Books and Records .....	10

**BYLAWS**  
**OF**  
**UNICOI SPRINGS OWNERS ASSOCIATION, INC.**

**Article I.**  
**General**

Section 1. Applicability. These Bylaws provide for the self-government of Unicoi Springs Owners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants, Conditions and Restrictions for Unicoi Springs, recorded in Deed Book 6-J, page 467 et seq., White County, Georgia records, as amended ("Declaration").

Section 2. Name. The name of the corporation is Unicoi Springs Owners Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Article I of the Declaration.

Section 4. Membership. An Owner of an Undivided Interest shall automatically become a member of the Association upon taking title to the Undivided Interest and shall remain a member for the entire period of ownership. If title to an Undivided Interest 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 Undivided Interest. 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 Undivided Interest and shall be transferred automatically by conveyance of that Undivided Interest and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, 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, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. 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 within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Undivided Interest shall be entitled to one equally weighted vote, which vote may be cast by the Owner or by a lawful proxy as provided below. When more than one (1) Person owns an Undivided Interest, the vote for such Undivided Interest 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 Undivided Interest. If only one (1) co-owner attempts to cast the vote for an Undivided Interest, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Undivided Interest. In the event of disagreement among co-owners 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, 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 Bylaws, 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 Bylaws or the Declaration.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty

(50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the assessments, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

## Article II, Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the month of September of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of Owners holding twenty-five (25%) percent of the Undivided Interests. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of an Undivided Interest of record a notice of each annual or special meeting of the Association at least ten (10) days and not more than fifty (50) days prior to each meeting, excluding the date of the meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. Each Owner shall register the Owner's address with the Secretary and notices shall be sent to such address. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. 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.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting (annual or special), of Owners entitled to cast one-tenth (1/10) 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. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) 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 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 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. Election of directors shall be by ballot as more specifically provided in Article III, Section 8 below.

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 a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

### Article III. Board of Directors

#### A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons. The directors shall be Owners of Undivided Interest; provided, however, no Owner and his or her co-Owner may serve on the Board at the same time.

Section 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 in accordance with the election procedure set forth in Section 8 of this Article. Two (2) directors are elected each year with the exception of the third year when three (3) directors are elected. Those persons 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 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Association members, provided a quorum is present. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) 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. Any vacancy created by removal of a director as provided herein shall be filled as provided in Section 4 below.

Section 4. Vacancies. Vacancies in the Board caused by any reason shall be filled by a vote of the Majority of the remaining directors at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year.

Section 6. 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, but the director must leave the room during the discussion on such matter.

Section 7. Nomination. Nomination for election to the Board shall be made by the Board of Directors from applications received from Owners in good standing. The Board may nominate any number of qualified individuals, but not less than the number of directors to be elected. The Board will post the names of those persons nominated on the bulletin boards in the clubhouse not later than the day after the June Board meeting. Within fourteen (14) days of the posting date, any other Owner(s) wishing to be nominated for election to the Board of Directors can submit a written petition signed by Owners holding at least seventy-five (75) votes in the Association, nominating the Owner(s). The ballot will list the names of those nominated by the Board and those nominated by petition. Each candidate may provide an application outlining their qualifications that shall be distributed with the ballot. No member shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment.

Section 8. Elections. All Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. Directors shall be elected by ballot as provided herein. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Ballots and copies of the applications outlining qualifications for directors shall be mailed to each Owner in good standing not less than thirty (30) or more than fifty (50) days from the date of the annual meeting along with the annual meeting notice. The record date for determining members in good standing shall be the date that ballots are mailed. The annual meeting notice shall contain instructions for voting by ballot as follows: vote for candidates on the ballot (not more than the number of directorships being filled); place the ballot in the envelope marked "Ballot" and seal the Ballot envelope; complete the certification form; place the sealed Ballot envelope and certification form in the self addressed return envelope; write "Ballot" in the upper left hand corner of the return envelope; and stamp and mail the return envelope. All ballots must be received by 11:00 a.m. on the day of the annual meeting. The Board of

Directors may appoint an Election Committee to assist in verification and counting of ballots. No proxies shall be permitted for voting on the election of directors.

B. Meetings.

Section 9. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every six (6) months.

Section 10. Special Meetings. Special Board meetings may be called by the President on ten (10) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. 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 Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board 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.

Section 13. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 14. 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 to such action after consultation with all Board members. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 15. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of Unicoi Springs Camp Resort and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

- (b) fixing the amount of each assessment and establishing a schedule of payment for any special assessment;
- (c) sending written notice of each assessment to each Owner at least thirty (30) days before payment is due;
- (d) issuing, or cause an appropriate officer to issue, upon request of any Owner, a written certificate setting forth any delinquent assessments, with respect to such Owner's Undivided Interest as further provided in the Declaration;
- (e) providing for the operation, care, upkeep, and maintenance of all of the Unicoi Springs Resort as defined in Article VII of the Declaration;
- (f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Areas, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (g) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;
- (h) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;
- (i) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (j) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Areas or Camping Sites in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (k) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (l) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (m) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;
- (n) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and
- (o) preparing a roster of the names and addresses of all Owners which shall be kept in the office of the Association and open for inspection by all members;
- (p) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other

associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 16. 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 to procure a management contract with a term not to exceed one (1) year. Any such contract shall provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice.

Section 17. Expenditures. The Board of Directors shall inform all Owners in a meeting or in writing of any single expenditures exceeding One Hundred Thousand (\$100,000.00) Dollars prior to making the expenditure.

Section 18. Liability and Indemnification of Officers and Directors. 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, and the insurance shall be written as provided in the Declaration.

Section 19. Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

#### Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, who shall all be members of the Board of Directors. 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. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal and 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 President or Secretary.

Section 4. Vacancies. 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.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. 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, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Section 11. Compensation. Officers shall serve without compensation, but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in connection with performances of their duties.

#### Article V.

##### Rule Making and Enforcement

Section 1. Authority and Enforcement. The Unicoi Springs Camp Resort shall be used only for those uses and purposes set out in the Declaration and Articles of Incorporation. 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 Camping Sites and the Common Areas; provided, copies of all such rules and regulations shall be furnished to all Owners.

Every Owner shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association 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 Undivided Interest, and to suspend an Owner's right to vote or suspend rights or privileges in the Unicoi Springs

Camp Resort for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations. If any occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner, 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.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or suspend rights and privileges in the Unicoi Springs Camp Resort, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, or (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.

(a) 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) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines 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). 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.

(b) 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.

Section 3. 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 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 2 of this Article. In any such action, to the maximum extent permissible, the Owner responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter any portion of the Unicoi Springs Camp Resort, including Camping Sites, to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Owner.

#### Article VI. Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Secretary;

(b) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 2. 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.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the Association accounts be audited as a common expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, 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 Act, the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of an Undivided Interest, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. These Bylaws may be amended at a duly called regular or special meeting of the members at which a quorum is present, by a vote of two-thirds (2/3) of the members present and voting in person or by proxy.

Section 9. Books and Records.

(a) 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 at least five (5) business days before the date on which the member wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) 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;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State;

(vix) the membership list only if for a purpose related to the member's interest as a member.

(b) A member may inspect and copy the following 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:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

(ii) accounting records of the Association.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Unicoi Springs Owners Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the 1st day of March, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of March, 2000.

UNICOI SPRINGS OWNERS ASSOCIATION, INC.

Ruth D. West (Seal)  
Secretary

[CORPORATE SEAL]

## HIGHLIGHTS OF REVISIONS TO BY - LAWS

1. All articles have been drafted by our attorneys to comply with the Georgia Nonprofit Corporation Code, the state law upon which the Resort operates.
2. Each article is thoroughly defined and explained to avoid any conflict in interpretation by the Board or owners.
3. Provides for a seven (7) member Board of Directors as we now have. (The old By-Laws provide for only three (3)).
4. Allows for any owner in good standing to offer for election to the Board, and further provides that owners other than those initially nominated may be nominated by petition, and insures that their names will appear on the ballot. This removes the provision for nominations from the floor at the Annual Meeting which was nil since most owners had already voted by ballot. The old By-Laws simply state that nominations will be made by the Board Of Directors.
5. Spells out in details the election procedure.
6. Allows for the removal of a Director by the owners as well as a majority of the other Directors for non-performance or if they are delinquent on their assessments.
7. These By-Laws more adequately describe what is expected of the Board while not expanding the power of the Board.
8. Limits the making of large expenditures by the Board without the prior notification of the owners.
9. Provides for the enforcement of Rules and Regulations while protecting the rights of the owners.
10. Explains in details the Book and Records of the Association that owners are allowed to inspect and copy.