

EXHIBIT “B”

**AMENDED AND RESTATED BYLAWS
OF
TALAHU LAKE PROPERTY OWNERS ASSOCIATION, INC.**



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AMENDED AND RESTATED BYLAWS
OF
TALAHILAKE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Talahi Lake Property Owners Association, Inc., in accordance with the Georgia Property Owners' Association Act and the Articles of Incorporation filed with the Secretary of State.

1.2. Name. The name of the corporation is Talahi Lake Property Owners Association, Inc. (hereafter referred to as the "Association").

1.3. Definitions. The terms used herein shall have their generally accepted meanings or as follows:

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

(b) Association means Talahi Lake Property Owners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(c) Board or Board of Trustees means the elected body responsible for the management and operation of the Association.

(d) Bylaws mean these Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc.

(e) Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(f) Community means all property subjected and annexed to the Declarations and all amendments thereto.

(g) Declarations mean collectively the Talahi Lake Estates Declaration and the Scarborough Cove Declarations.

(h) Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Chatham County, Georgia land records.

(i) Majority means those votes, Owners, members, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, members, or other group, respectively.

(j) Majority Vote means more than fifty percent (50%) of those voting in person or by proxy.

(k) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(l) Owner means the record title holder of a Lot, whether one or more Persons, but does not include Persons who hold an interest merely as security for the performance of an obligation.

(m) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(n) Scarborough Cove Declarations means collectively the Declaration of Restrictive Covenants Scarborough Cove, Section 1 recorded in Deed Book 120-X, Page 639, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as amended and the Declaration of Restrictive Covenants Scarborough Cove, Section 2 (“Section 2 Declaration”) recorded in Deed Book 134-R, Page 735, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as amended.

(o) Talahi Lake Estates Declaration means the Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates, recorded or to be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as amended.

(p) Talahi Lake Use Agreement means that certain lake usage agreement recorded on August 18, 1971, in Deed Book 99-M, Page 603 of the Chatham County, Georgia land records.

(q) Total Association Vote means all of the eligible votes attributed to members of the Association.

1.4. Membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to 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. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Declarations and in these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

1.5. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge.

No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Trustees, if that member 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 member has had his or her voting rights suspended for any reason. If a member's voting rights have been suspended, that member shall not be counted as an eligible vote for purposes of establishing a quorum or for any other purpose.

1.6. Entity Members. In the event a member 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 member of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.7. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the assessments in accordance with these Bylaws, and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Declarations, and the Georgia Nonprofit Corporation Code. Except as to those matters which the Act, the Declarations, 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 Trustees.

1.8. Electronic Communications.

(a) Records and Signatures. Whenever the Declarations or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declarations or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Trustees may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Trustees may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Trustees nor the Association shall be liable to any Owner or any other Person for accepting or

acting in reliance upon an electronic signature or electronic record that the Board of Trustees reasonably believes to be authentic, or rejecting any such item which the Board of Trustees reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The regular annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, or by request of any two (2) or more Board members, or upon written petition of fifteen (15%) percent of the total members of Association. 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, at a date, time and location selected by the President, and the Secretary shall send notice of such meeting in accordance with these Bylaws and within thirty (30) days of the date of delivery of the petition to the Secretary.

2.3. Telephonic or Virtual Meetings. In the Board's discretion, any meeting of the members may be held by means of remote telephone or electronic communication, including, but not limited to, virtual meeting platforms, video conferencing, the internet, or other similar means, provided all persons participating in the meeting can hear each other or can otherwise communicate with each other. The Board of Trustees may adopt rules and procedures governing the conduct of meetings by remote telephone or electronic communication. For in-person meetings of the members, the Board of Trustees may, but shall not be required, to allow attendance by remote telephone or electronic communication.

2.4. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. Notices of special meeting shall also state the purpose or purposes of such meeting. If any member wishes notice to be given to an address other than the Owner's Lot address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

2.5. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Association member may, in writing, waive notice of any meeting of the membership, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member 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.

2.6. Quorum. The presence, in person or by proxy at the beginning of the meeting, of members entitled to cast at least twenty-five percent (25%) of the eligible votes 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. Members whose voting rights have been suspended pursuant to these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.7. Adjournment. Any meeting of the Association members may be adjourned for periods not exceeding ten (10) days by vote of the members holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. The time and place of the reconvened session shall be set at the original session. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.8. Proxy. Any Association 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. The term “proxy” shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member’s vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used or such earlier date as the Board may set for a particular meeting. The member giving the proxy shall be the “proxy giver” and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the “proxy holder.” Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, 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. Proxies shall be counted towards establishment of a quorum.

2.9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declarations, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert’s Rules at that meeting. The failure to comply with Roberts Rules of Order (latest edition) shall not invalidate any action taken by the members.

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 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 (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) 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.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of Trustees; and (3) specify the time by which a ballot must be received by the Board 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 these Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE III. BOARD OF TRUSTEES

3.1. Composition. The affairs of the Association shall be governed by a Board of Trustees composed of seven (7) persons. The Trustees shall be members or the spouse of a member and must reside in the Community; provided, however, no member and his or her spouse may serve on the Board at the same time, and no co-Owners may serve on the Board at the same time. No member or such member's spouse shall be eligible to be elected to the Board of Trustees unless such member has been in good standing with the Association for the prior five (5) calendar years or for his or her entire membership if such membership has been less than five (5) years.

3.2. Election and Term. The terms of the Trustees are staggered so that two (2) directors are elected one year, two (2) directors are elected the following year, and three (3) directors are elected the following year. Those Trustees serving on the date these Bylaws are recorded in the Chatham County, Georgia land records shall remain in office until the terms for which they were elected expire. Successor Trustee(s) shall be elected by the vote of the members of the Association for a term of three (3) years and shall hold office until their successors are elected. Those natural persons receiving the most votes shall be elected to the number of positions on the Board to be filled. There shall be no cumulative voting. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted).

Each newly elected Board shall meet within ten (10) days following the meeting at which the election occurred for the purpose of appointing officers and any other business that comes before the Board.

In the event that the terms of Board of Trustees are no longer staggered for any reason (including for example, but without limitation, if quorum is not met at an annual meeting, and an election cannot be held to replace those Trustees whose terms are expiring), at the election of Trustees of the Association at the next annual meeting at which a quorum is obtained, Trustees shall be elected for such terms as the Board of Trustees may reasonably determine in order to reestablish the staggered terms as provided herein. The expressed purpose of this Section is to provide for continued staggered terms of Trustees.

3.3. Nomination. Nomination for election to the Board may be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board. The Board may also establish additional procedures for the nomination of Trustees.

3.4. Removal of Trustees. At any valid regular or special Association meeting, any one or more Trustees may be removed with or without cause by members of the Association representing a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy created. In addition, any Trustee who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than thirty (30) days past due in the payment of any assessment or charge may be removed by the vote of a Majority of the other Trustees. Any Trustee 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 shall be given an opportunity to be heard at the meeting.

3.5. Vacancies. Vacancies on the Board caused by any reason, except the removal of a Trustee by vote of the membership as provided in Section 3.4 of this Article, shall be filled by a vote of the Majority of the remaining Trustees, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the Trustee being replaced.

3.6. Compensation. Trustees shall not be compensated for services. However, Trustees may be reimbursed for the expenses incurred in carrying out their duties as Trustees upon Board approval of such expenses. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.7. Trustee Conflicts of Interest. Nothing herein shall prohibit a Trustee from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Trustee, provided the Trustee's interest is disclosed to the Board and the contract is approved by a Majority of the Trustees who are at a meeting of the Board of Trustees at which a quorum is present, excluding the Trustee with whom the contract is made. The interested Trustee shall not count for purposes of establishing a quorum of the Board. The interested Trustee shall be entitled to be present at the meeting at which the proposed contract is discussed, but the Trustee must leave the room during the discussion on such matter.

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

3.9. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each Trustee given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, 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 upon the written request of at least two (2) Trustees.

3.10. Waiver of Notice. Any Trustee 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 Trustee 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 Trustees are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum and 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 Trustees entitled to cast a Majority of the votes of the Board shall constitute a quorum for the transaction of business. One or more Trustees 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. At all Board meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Act, the Declarations, these Bylaws or the Articles of Incorporation, unless the Trustees present at a particular meeting vote to suspend Robert's Rules at that meeting. The failure to comply with Roberts Rules of Order (latest edition) shall not invalidate any action taken by the Board.

3.12. Open Meetings. All Board meetings shall be open to all Association members, but members other than Trustees may not participate in any discussion or deliberation unless expressly 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, delinquent assessments, litigation in which the Association is or may become involved, bids for work to be completed, 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.

3.13. 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 Trustees consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.14. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Act, the Declarations, 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 shall have the power to and shall be responsible for the following, in the 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) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Common Property;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Property, 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;
- (e) 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;
- (f) making and enforcing rules and regulations for the Common Property;
- (g) enforcing these Bylaws, the Talahi Lake Use Agreement, and the rules and regulation of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;
- (h) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (i) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty;
- (j) enforcing by legal means the provisions of the Talahi Lake Use Agreement, these Bylaws and the rules and regulations of the Association, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (k) obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;
- (l) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;
- (m) 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

(n) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.15. 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 Trustees shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Twenty-Five Thousand Dollars (\$25,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding a Majority of the Total Association Vote.

3.17. Liability and Indemnification of Officers and Trustees. The Association shall indemnify every officer and Trustee against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or Trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which such officer or Trustee may be a party by reason of being or having been an officer or Trustee. The officers and Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Trustee 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 or Trustee, or former officer or Trustee, may be entitled. The Association shall maintain adequate general liability and officers' and Trustees' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Trustees. The Treasurer shall be elected by the Board, but need not be a Trustee. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. 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.

4.2. Appointment of Officers. Those officers serving on the date these Bylaws are recorded in the Chatham County, Georgia land records shall remain in office until the terms for which they were appointed expire. Thereafter, the Association officers shall be appointed by the Board of Trustees for a term of three (3) years and shall hold office at the pleasure of the Board and until a successor is appointed.

4.3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be appointed for the remaining term of the officer being replaced.

4.4. 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.

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

4.6. 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.

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. 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.

4.9. 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.

4.10. 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.

ARTICLE V. ASSESSMENTS

5.1. Purpose of Assessments. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declarations, and as otherwise authorized by the Board.

5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments; and (iii) specific assessments.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Trustees may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia land records.

5.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the above, the Board of Trustees shall have the power to levy specific assessments against Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Trustees to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Trustees and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Trustees shall have the power to levy specific assessments as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically specially assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically specially assessed against such Lot; such common expenses shall include, but shall not be limited to, attorney's fees actually incurred by the Association in enforcing these Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

(c) Fines imposed against an Owner or Occupant, or an Owner's Lot.

5.4. Computation of Operating Budget and Assessments. Prior to the beginning of each new fiscal year, the Board of Trustees shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the Majority of the Total Association Vote at a meeting of the membership held prior to the beginning of the new fiscal year.

If either (1) the membership disapproves the budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In such event, or in the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Trustees may propose a new budget at any time during the year at a duly called special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least ten (10) days prior to the special meeting. The proposed budget and assessment shall become effective unless disapproved by the Majority of the Total Association Vote at such special meeting.

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

5.6. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

5.7. Special Assessments. The Board may levy a special assessment against all Lots to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed two hundred, fifty dollars (\$250.00) must be approved by a Majority of the Association members present in person or by proxy at a duly called meeting of the members of the Association at which a quorum is obtained. Special assessments may be required to be paid during the fiscal year, or alternatively, in the discretion of the Board of Trustees, may be paid over a set number of years.

5.8. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent for more than thirty (30) days from the date due, and if the Board of Trustees has permitted the assessment to be paid in monthly, quarterly, or semi-annual installments, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, these Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) A member's right to vote and right to use the Common Property shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the Common Property until the member's account balance has been paid in full.

5.9. Statement of Account. Any Owner, mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VI. ENFORCEMENT

6.1. Enforcement. In addition to any other enforcement right set forth within these Bylaws, the Association, acting through the Board of Trustees, shall have the right to enforce any violation of these Bylaws, the Talahi Lake Use Agreement, or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of these Bylaws, the Talahi Lake Use Agreement, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Property for any violation of these Bylaws, the Talahi Lake Use Agreement, or any Association rules and regulations. In the event an Owner's right to use the Common Property is suspended for any reason, such Owner, and his or her guests, family members, licensees, and invitees shall not be authorized to access the Common Property as a guest of another Owner or Occupant. If any Occupant violates these Bylaws, the Talahi Lake Use Agreement, or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner's right to use the Common Property shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the Common Property until the Owner's account balance has been paid in full.

i. Notice. If any provision of these Bylaws, the Talahi Lake Use Agreement, or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. The notice shall further provide that the Owner or Occupant shall have ten (10) days from the date of the notice to request the hearing and that all rights to contest the violation or the fine and/or suspension shall be waived if the Association does not receive a request for a hearing within such ten (10) day period. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant. In the event an Owner or Occupant violates the same provision of these Bylaws, the Talahi Lake Use Agreement, or any Association rule and regulation within twelve (12) months from the date of the notice, the Board may impose the fines and/or other sanction provided in the notice without further notice to the Owner or Occupant.

ii. Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension. The Board of Trustees may, but shall not be required to, suspend the fines and/or suspension until the date of the hearing.

(b) Suspension of Voting and Use Privileges. A member's right to vote and to use the Common Property shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment. The Association shall not be required to provide any notice to such member that the member's voting rights and rights to use the Common Property have been automatically suspended.

(c) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Lot.

ARTICLE VII.

AMENDMENTS

These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding at least two-thirds (2/3) of the Total Association Vote. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Chatham County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws.

Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Chatham County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VIII. MISCELLANEOUS

8.1. Committees. The Board may establish any committee as the Board deems desirable with the powers and duties that the Board shall authorize. Members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed by the Board with or without cause at any time and with or without a successor being named.

8.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail; or
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an 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 Owner's Lot;

(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, if any, 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.

8.3. 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.

8.4. 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.

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

8.6. 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 members may, by a Majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

8.7. Conflicts. The duties, powers, and obligations of the Association, including the members, Trustees, and officers, shall be those set forth in the Georgia Property Owners' Association Act, the Georgia Nonprofit Corporation Code, the Declarations, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Property Owners' Association, the Georgia Nonprofit Corporation Code, the Declarations, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

8.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association 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. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

This _____ day of _____, 20__.

TALAHILAKE PROPERTY
OWNERS ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public