



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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**BYLAWS OF
WHIPPOORWILL WALK PROPERTY OWNERS ASSOCIATION, INC.**

A Nonprofit Corporation

These bylaws are the bylaws of the Association (the "Bylaws"), which is the nonprofit corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on January 13, 2009. Any references herein to the "Subdivision" shall mean "Whippoorwill Walk" subdivision and the "Jody Nicholson" subdivision in Fannin County, Georgia.

ARTICLE ONE

All meetings of members (property owners) shall be held at such place within or without the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Normally, the notice is to be sent by mail to the address of each member in good standing as reflected in the Corporation's membership roster. Valid notice may be made through an official newsletter of the corporation, at least ten days prior to the scheduled meeting date if mailed first class, or thirty days prior to the scheduled meeting date if transmitted by electronic or any other means. Any notice mailed first class shall be considered effective upon dispatch. Any notice transmitted by electronic means shall be considered effective when it is received. In emergencies where ten days' notice cannot be given, notice may be made by any reasonable means if made to all members in good standing as directed by the board of directors. The holders of more than 50% of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law.

ARTICLE TWO

The affairs of the Association (the "Corporation") shall be controlled and administered by a Board of Directors (the "Board") which shall be composed of a minimum of three (3) directors and a maximum of seven (7) directors. Each lot owner shall be entitled to nominate one director, and the nominees shall be elected by a vote of the members and shall receive a vote of 50% plus one. Each director shall be appointed for a two (2) year term, may resign at any time, or may be removed, with or without cause, by a two-thirds (2/3) vote of the entire Board. Upon expiration of the term of office of any director or upon the death, removal, resignation, or incapacity of any member of the Board, a majority of the members shall elect a successor. A director shall be incapacitated if, for any reason, he shall be unable to carry on the duties of his office, and the remaining directors shall have declared such director incapable of service by two-thirds (2/3) vote of the directors voting. The directors shall meet annually during the last quarter of the calendar year at a place, time, and date that shall be fixed by the Chairman. The directors shall hold such other meetings as may be necessary from time to time upon call of the Chairman, which call shall

specify the place, time, and date of the meeting. The directors shall serve without compensation.

ARTICLE THREE

The officers of the Corporation may consist of a president, a vice-president, a secretary, a treasurer, and such other officers and assistant officers as may be elected by the directors. Only directors shall serve as officers of the Corporation. The President shall be the chief executive officer of the Corporation and shall have general and active management of the operation of the Corporation. The Vice President shall, in the absence of the President, preside at all meetings and perform such other duties as shall from time to time be imposed upon the Vice President by the Board or the President. The Secretary shall be the custodian of the minute books of the Corporation and shall accurately keep minutes of the meetings of the directors. The Treasurer shall be charged with the management of the financial affairs of the Corporation and shall have the authority and responsibility for the safekeeping of the funds and securities of the Corporation. The treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall at all times maintain records evidencing the disbursements of funds. The records of the Corporation shall always be open for inspection by any director or member. The chairman and officers shall be elected at the annual meeting of the directors.

ARTICLE FOUR

The board of directors will designate a registered agent and registered office for service of legal process; these designations are to be filed with the Georgia Secretary of State as required by the Georgia Nonprofit Corporation Code. The board may change these designations at any time. In the event the board fails to make a designation, or a registered agent resigns without a new designation of a registered agent and office, then the President of the Corporation, and the President's address, are to be filed with the Georgia Secretary of State as the registered agent and office of the Corporation until the board of directors makes some other affirmative designation.

ARTICLE FIVE

Any sale or transfer of any stock, bond, security, real property or any other property standing in the name of the Corporation shall be valid only if signed by the Corporation acting through any two (2) officers. Any transfer signed in this manner, having affixed thereon the seal of the Corporation, shall in all respects bind the Corporation as fully and completely as if each transaction had been authorized by a specific vote of the directors, and any person, firm, or Corporation to whom a copy of this Article Five shall have been certified by the secretary shall be entitled to rely thereon until notified of its repeal.

ARTICLE SIX

The treasurer shall at all times maintain records evidencing the property owned by the Corporation and its disbursements, and present the same at the annual meeting of the directors. The records of the Corporation shall always be open for inspection by any director. The financial records of the Corporation shall be audited by an independent accounting firm at least bi-annually.

ARTICLE SEVEN

A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law.

ARTICLE EIGHT

Each member (property owner) shall be entitled to one vote per taxable lot owned. Since a lot owner may be more than one person, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the votes pertaining to that lot. However, if more than one of those persons is present, the vote pertaining to that lot shall be cast only in accordance with their unanimous agreement. Such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that lot without protest being made immediately by any of the others to the person presiding over the meeting. The votes pertaining to any lot may, and, in the case of any lot owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the lot owner, or, in cases where the lot owner is more than one person, by or on behalf of the joint owners of the lot. No such proxy shall be revocable except by written notice delivered to the Association by the lot owner or by any joint owners of a lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice. Any vote not rendered in person, by mail or by proxy will be considered and treated as a majority vote. Any item to be voted on by the members must receive a vote of 50% plus one of all eligible votes in order to be considered a consenting vote. Any member who has not paid his association fees or assessments for a period of more than one year shall forfeit his voting rights and be ineligible to vote until all delinquent fees and/or assessments have been paid.

ARTICLE NINE

The annual association fee shall initially be \$ 200 per lot and shall be voted on by the members. Said fee shall be assessed per lot ownership. Association fees shall be due on January 1st of each year, beginning on . Each member shall pay the annual association fee(s) on or before January 1st of each calendar year in order to be current and eligible to vote. The association fee shall be prorated at the closing of each lot purchased.

ARTICLE TEN

Every lot owner shall comply with these Bylaws and rules and regulations (the "Rules and Regulations") adopted by the Association pursuant to the lawful provisions of these Bylaws, and any lack of compliance shall entitle the Association to take action to enforce the terms of these Bylaws or the Rules and Regulations. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon said lot owner's lot, and to suspend an Owner's right to vote or to use the common areas for violation of any duty imposed under these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a lot. The failure of the Board to enforce any provision of these Bylaws or the Rules and Regulations shall not be deemed a waiver of the right of

the Board to do so thereafter. If any provision of these Bylaws or the Rules and Regulations is violated, the Board shall send the violator written notice identifying the violation and the 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). 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. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of these Bylaws or the Rules and Regulations (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any lot upon a failure by the lot owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth herein. In any such action, to the maximum extent permissible, the lot owner responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The Association shall have the power to enter a lot or upon any portion of the common areas to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates these Bylaws or the Rules and Regulations. All costs of self-help or of otherwise enforcing these Bylaws or the Rules and Regulations, including reasonable attorney's fees, shall be assessed against the violating lot owner. Additionally, the Association shall have the authority to record in the Fannin County land records a notice of violation identifying an uncured violation of these Bylaws or the Rules and Regulations regarding said lot.

ARTICLE ELEVEN

The Board shall have the power to alter, amend, or appeal the Bylaws or adopt new Bylaws, provided that the Bylaws at no time shall contain any provision inconsistent with the Georgia Non-Profit Corporation Code or the Articles of Incorporation.

ARTICLE TWELVE

It is understood that in the transaction of its business, the meetings of the Corporation, its board of directors and its committees may be conducted with informality; however, this informality does not apply to procedural requirements required in the Articles of Incorporation, these Bylaws, or the Code. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the articles of incorporation, these Bylaws, or a recognized procedural reference authority. The procedural reference authority for the Corporation is designated as the latest edition of Robert's Rules of Order, Newly Revised.

ARTICLE THIRTEEN

Covenants and Restrictions

NOW THEREFORE, the Declarant hereby declares that the Submitted Property, as well as adjacent properties to the submitted by Declarant and encumbered by these items, shall be held, conveyed encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions, and easements set forth herein shall run with the and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall subject to the limitations herein provided, inure to the benefit of each Owner of property, his heirs, successors, and assigns.

1. The exterior of all structures to be constructed on any of said lots shall be completed within twelve (12) months from date that the construction begins.
2. No dwelling shall contain less than 864 square feet of heated living area on the first floor, exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. Total heated living space shall not be less than 1299 square feet total.
3. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lots in the subdivision. All vehicles shall have current license plates.
4. **No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot.** No metal prefabricated outbuildings shall be allowed on any Lot. No structure of temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
5. Trailers and Commercial Vehicles – No parking of any travel trailer, or motor home (unless in the case of a travel trailer or motor home, said travel trailer or motor home is housed in a completely enclosed garage), truck (excluding a pickup truck), camper, tent, or other similar vehicle, outbuilding, or structure shall be placed on the property any time for a period exceeding 48 hours. No industrial, commercial or farm equipment or vehicles, including without limitation to dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing constructions.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Large and or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot.

7. Except during the construction of permanent improvement hereon, no Owner shall excavate or extract earth from any Lot for any business or commercial purpose or otherwise. No elevations changes shall be permitted which materially affect surface grade of surrounding lots.
8. Driveway, landscaping and the general appearance of an Owner's lot shall be maintained in good order.
9. Garbage and Trash – No trash, garbage or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary container. All such sanitary containers must be stored in each home, or within an enclosure designated therefore, which must be at least five (5) feet from any Lot line.
10. 10 Satellite Dishes – Satellite dishes twenty four (24") inches or less in diameter are permitted, but no satellite dish greater than (24") shall be allowed.
11. Outdoor Lighting – All outdoor lighting shall be shaded and directed such that the light therefrom is directed to fall only on the same premises where the light sources are located.
12. Clotheslines – No garments, laundry, rugs or other articles may be aired or dried on any Lot.
13. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently, and all power must be run underground.
14. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time. For any rentals made, there shall be an adult over the age of eighteen (18) onsite at all times there is a person or persons less than eighteen (18) years of age onsite. This restriction does not apply to tele-computing, home offices, or any home business which does not solicit any business visitations to the home.
15. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, only signs permitted on his lot will be (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to sell said lot of a type used by Broker in the area with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
16. No trees shall be removed that would number more than fifty (50%) of the trees on any given lot at the time of the original sale of the property by the Declarant.
17. All building sites shall be approved by the Declarant and any outbuilding built shall be subject to architectural review by the Board President, Vice President and Treasurer. Any outbuilding, so approved, must match the exterior of the main dwelling in appearance and color.

18. No parcel, or its configuration, as originally sold and conveyed by the Declarant shall thereafter be altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that the Declarant reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/or re-plat any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants. Any parcel sold that is more than 3.0 acres may be subdivided, but only with the assent and approval of the Declarant. Such configuration must also be approved by the Fannin County Land Development Office.
19. Declarant herein grants to all owners of the above referenced lots all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.
20. The exterior of each dwelling to consist of log or log siding only.

ARTICLE FOURTEEN

Controlled Access Provisions

Decisions related to the security measures, including, but not limited to, access privileges to visitors or service personal shall be made as those detailed in DECLARATION OF HOMEOWNERS' ASSOCIATION FOR WHIPPOORWILL WALK. No decision shall apply to Declarant or his designees, who shall have unlimited access until all lots have been transferred from Declarant's ownership.

DECLARATION OF HOMEOWNER'S ASSOCIATION FOR WHIPPOORWILL WALK

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Homeowners' Association" or "Association" shall mean and refer to WHIPPOORWILL WALK Homeowners' Association, said Association formed by "Declarant".
- b) Properties shall mean and refer to all such properties delineated as "WHIPPOORWILL WALK", as well as adjacent properties added by Declarant to the "Submitted Property".
- c) "Development" shall mean the entire WHIPPOORWILL WALK, , including all phases.
- d) "Common Properties" shall mean and refer to the portions of the Properties described as "common area(s)," "common drive(s)" or as "street(s)," "road(s)," "walkways(s)," "pathway(s)," "pond access," "dock(s)," "parking area(s)," "utility service area(s)," "park(s), and shall include, but not be limited to, all parts of the Properties conveyed by the Declarant to the Homeowners. Association.

ARTICLE FIFTEEN

WATER USE, MAINTENANCE AND EASEMENT AGREEMENT

There is located on the Development a Water System, Georgia Mountain Water LLC, servicing the submitted property and all other properties added the amendment. All current and future lot owners of WHIPPOORWILL WALK and all other properties added by amendment shall have a permanent and perpetual right to contract for water service (and may obtain water service only from said Water System) from the above described Water System detailed in the Water Agreement each owner shall sign at the closing of the purchase of their lot.

At the point of tap-on to the water system (per the terms of the owner's water agreement) the owner shall pay \$650.00 as a top-on fee for the installation of the water meter. These fees shall not include the installation fees associated with running a water line from the meter to the owner's dwelling, said running of the water line and maintenance of the same, as well as any filtration equipment and maintenance, shall remain the responsibility of the Owner. Owners shall pay a monthly amount for the use of the water of \$25.00 per month.

ARTICLE SIXTEEN

Claim of Lien:

All Purchaser's of property described herein in WHIPPOORWILL WALK, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to an association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance within WW; and (2) special assessments for emergency repairs to said roads with in WW, these assessments to be established by:

1. For annual assessments for regular road maintenance: Each Owner of each lot shall pay an annual assessment fee for maintenance of the road system in WW of \$200.00 per year or any other amount established by the WW Home owners Association; PROVIDED that as long as JODY NICHOLSON and VINCENT DAVIS, owns any lots in the development, JODY NICHOLSON and VINCENT DAVIS may elect to operate individually as the WWHO. The assessment fee shall be due by January 10th of each year.
2. By a majority vote of all lot owners, special assessments for emergency road repairs or upgrades to said road shall be established, with each lot owner responsibility for a pro-rata share of the said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costs of collection, including reasonable attorney fees, shall also be a charge on the land and shall be a continuing lien upon the property or Lot against which each assessment is made. Each assessment, together with interest, costs of collection, and reasonable attorney fees, shall also be the personal obligation of

the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided that a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of Lien is being asserted, prior to the conveyance of title to the Lot. Said claim of Lien shall state the description of the residence, the name of the record owner thereof, the amount due and the date when due, and the Lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by (1) by an officer of the WWHOA (if said association has been established) or (2) by a representative of a majority of the lot owners in WW. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the WWHOA (if said Association has been established) or 3) by signatures indication a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the WWHOA in like manner as a foreclosure of a mortgage on real property.

Developer/Declarant shall have no affirmative obligation for the future upkeep and maintenance of the subdivision roads.

ARTICLE SEVENTEEN

Duration and Amendment

This declaration and the restriction contained herein shall run with and bind the submitted proper for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of Superior Court of Fannin County, Georgia, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of execution of such instrument. During the period of Declarant's ownership of one lot or more, these times may be amended for clarification, correction, and general improvement of lifestyle and comfort in WW.

ARTICLE EIGHTEEN

Miscellaneous

1. Severability – A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigned, that he is bound by the provisions of this declaration, including, but not limited to, the easement provision for all homeowners provided in the document.

3. Binding Effect – This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

ARTICLE NINETEEN

ARCHITECTURAL CONTROL

Architectural Review Board. The Board of Directors shall appoint an Architectural Review Board. Such appointment will continue at the discretion of the Board or until such member resigns. As hereby written the Architectural Review Board shall consist of the President, Vice President and Treasurer.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon as established by these covenants.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes to grade or other work which in any way significantly alters the exterior of any property of the improvement located thereon from its natural or improved state shall be made without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in Declaration. No building, fence, wall, pool, deck, residence or any other structure shall be commenced, erected, maintained, improved or altered without the prior written approval of the Architectural Review Board.

Section 4. Procedures. All applications to make changes described in Section 3 above must be submitted in writing to any member of the Board of Directors or Architectural Review Board or sent to the Association mailing address. All applications to make changes must be completed in accordance with the Architectural Change Requirements and Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a completed application within thirty (30) days after plans and specifications have been submitted to it in

writing, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Association's Board of Directors.

ARTICLE TWENTY

Meeting of Members

Section 1. Annual Meetings. Regular annual meetings shall be held in the spring on a date set by the Board.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of any homeowner with approval of the Board.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice or sending email notice (at member's option) to each member entitled to vote, addressed to the member's last address appearing on the books of the Association and by posting signage at least 15 days before such meeting. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, 50% plus 1 of the votes of total membership eligible to vote shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE TWENTY-ONE

Board of Directors – Selection, Term of Office

Section 1. Number. A Board of not less than three (3) Directors, who must be Members of this Association, shall manage the affairs of this Association.

Section 2. Term of Office. Members shall elect Directors for a term of two (2) years.

ARTICLE TWENTY-TWO

Nomination and Election of Directors

Section 1. Nomination. Members shall make nominations for election to the Board, including self-nomination. Nominations may also be made from the floor at the annual meeting. All nominations shall be made from among Association members.

Section 2. Election. Elections to the Board shall be by voice vote, unless a majority of the Board or the Members present at the meeting vote for a secret ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE TWENTY-THREE

Meetings of the Board

Section 1. Regular Meetings. Regular meetings of the Board shall be held when called by the president of the Board or by any two (2) directors, after not less than three (3) days notice to each Director.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present as a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE TWENTY-FOUR

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

A. adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member's dues shall be in arrears.

C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation or the Declaration.

D. employ an independent contractor or such other employees as they may deem necessary, for such purposes as maintenance and lawn mowing of the Common Area and entrances..

Section 2. Duties. It shall be the duty of the Board to:

A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual membership meeting.

B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. prepare an operating budget on an annual basis for the forthcoming year. Such budget will be presented to the Members at the annual meeting, and be approved and adopted modified or disapproved and rejected by a majority of the members present in person or by proxy.

D. as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

E. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

F. procure and maintain adequate liability and hazard insurance on property owned by the Association.

G. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

H. designate depositories for Association funds and designate those officers, agents and/or employees who have authority to withdraw funds on behalf of the Association.

I. set aside adequate reserve funds for operation of the Association and the maintenance, repair and replacement of improvements constructed on Common Areas and Common Area Easement.

ARTICLE TWENTY-FIVE

Officers and their Duties

Section 1. Enumeration of Officers. The officers of this Association Board shall be a president, vice-president, secretary and a treasurer, and other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Directors. Written approval shall include email communication. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Resignation and Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies and Special Appointments. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his or her predecessor.

Section 7. Multiple Offices. No person shall simultaneously hold more than two of any of the offices.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes and other written insurance instruments and shall have the authority to sign all checks as necessary.

Vice –President

The vice- president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in the appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association in the absence of the President; keep proper books of account; cause an annual audit of the Association books by either a public accountant or an Audit Committee, as provided for in Article IX of these by-laws, at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE TWENTY-SIX

Committees

The Board shall appoint an Architectural Review Board, as provided in the Declaration; and an Audit Committee. The Audit Committee shall consist of not less than two (2) members-at-large of the Association who will be responsible to audit the Association books to provide reasonable assurance they are materially correct.

ARTICLE TWENTY-SEVEN

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member and be made available for purchase at reasonable cost.

ARTICLE TWENTY-EIGHT

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of two per cent (2%) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise

escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE TWENTY-NINE

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members called by the Board of Directors, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.


ARTICLE THIRTY

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31th day of December of every year.

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After recording, please return to:
Laura J. Ray, LLC
Attn: Laura J. Ray
506 West Main Street
Blue Ridge, Georgia 30513


Doc ID: 002191160002 Type: COVE
Recorded: 07/07/2017 at 03:41:00 PM
Fee Amt: \$14.00 Page 1 of 2
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK **1216** PG **57-58**

Cross Reference to:
Deed Book 640, Page 28-34

**AMENDMENT TO THE RESTRICTIVE COVENANTS AND
DECLARATION OF THE WHIPPOORWILL WALK HOMEOWNER'S
ASSOCIATION, INC.**

**THIS AMENDMENT TO THE RESTRICTIVE COVENANTS AND
DECLARATION OF WHIPPOORWILL WALK HOMEOWNER'S ASSOCIATION,**
is made and published by Whippoorwill Walk Homeowner's Association, Inc., effective on the
28th day of April, 2017.

Witnesseth:

That, Whereas, Whippoorwill Walk Homeowner's Association, Inc., is the duly formed
and incorporated and acting Home Owners Association for the above-named subdivision,
hereinafter referred to as "Declarant";

Whereas, the Declarant has previously retained and reserved the right to amend the
covenants,

Whereas, Declarant is desirous of amending the Covenants;

Whereas, through the proper procedure set forth in the Restrictive Covenants and
Declarations aforesaid, a vote sufficient to authorize amendment has been cast;

Whereas, Declarant desires to make modifications to the Covenants to benefit the

Amendment to the Restrictive Covenants and Declaration of Whippoorwill Walk Homeowner's Association

members of the Homeowner's Association;

Whereas, Declarant desires to amend the covenants to require certain fees be paid for all new cabin construction in order to ensure that all necessary road maintenance and upkeep shall occur in a timely fashion and as needed;

Whereas, the Declarant desires to continue to protect a residential community with common interests for the benefit of the said community;

NOW THEREFORE, the Declarant does hereby amend the Restrictive Covenants and Declaration of Whippoorwill Walk Homeowner's Association, Inc. as follows:

The Road Maintenance provision of the aforesaid Declaration is hereby amended to add the following paragraph:

3. All lot owners shall be assessed a fee paid to the Whippoorwill Walk Home Owners Association in the amount of One Thousand dollars (\$1,000.00) when beginning new construction of a residential structure. This fee is per lot and is due prior to beginning construction.

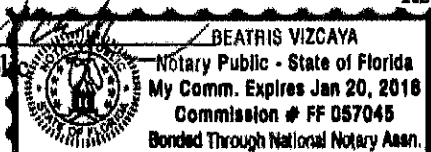
All other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, has caused its name and seal to be hereunto affixed.

Signed, sealed and delivered before me:

Beatriz Vizcaya
Witness

Notary Public



Whippoorwill Walk Homeowner's Association, Inc.

Claude R. Watts
By: Claude R. Watts
Its: President



Amendment to the Restrictive Covenants and Declaration of Whippoorwill Walk Homeowner's Association