



## 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.

BYLAWS

of

WOODY ACRES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is WOODY ACRES HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located in the county of Gilmer, Georgia, but meetings of members and directors may be held at such places within or without the State of Georgia as may be designated by the Board of Directors.

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall be owned by its membership, which shall be composed of owners of lots in the Woody Acres subdivision in Gilmer County, Georgia.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers of persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either

before or after such meeting. Attendance at a meeting in person or 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 thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least five (5%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. Each Member shall be entitled to one vote. Owners of property owned jointly or in concert with others, or by a partnership, trust or corporation, shall be treated as a single Member and shall designate one person to vote on behalf of such owners. No member who is delinquent in the payment of dues shall be entitled to exercise the right to vote.

Section 9. Proxies. Members may vote in person or by proxy provided any such proxy is signed, dated and filed with the Secretary of the Association prior to the meeting for which it is valid.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number voting.

Section 11. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members representing at least ten (10%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken has been solicited from all Members entitled to vote with respect to the subject matter thereof, and all such Members responding so consent. Any such consent shall have the same force and effect as a unanimous vote of the Members.

### ARTICLE III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Directors shall be Members or spouses of such Members. In the

case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Number of Directors. The number of directors in the Association shall be not more than nine (9), as provided by a majority vote of the Members.

Section 3. Nomination of Directors. The Board of Directors may implement means of nominating directors as it shall see fit.

Section 4. Election and Term of Office. The directors shall be chosen by the Members at the annual meeting of the Members, and shall serve for a period of one (1) year, or until successors are qualified.

Section 5. Removal of Directors and Vacancies. Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the board and it may appoint a successor.

B. Meetings.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonable be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be mailed at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 8. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 9. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A

meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 10. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority for the total vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 12. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. The Board may adjourn any meeting and reconvene in executive session, excluding Members other than directors, to discuss matters of a sensitive nature such as potential or pending litigation, personal matters, etc.

Section 13. Action Without a Formal Meeting; Conference Call Meetings. Action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote. A member or members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all directors participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 14. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by these Bylaws directed to be done and exercised exclusively by the Membership.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) recommending the amount of the yearly and other assessments to defray the Association expenses, establishing the means and methods of collecting such assessments, and establishing the period of the annual assessment; notwithstanding the above, all decisions affecting the amount of any assessment chargeable to the Members.
- (b) providing for the operation, care, upkeep, and maintenance of the roads and entrance; provided that no expenditure of greater than \$500 shall be made without the prior approval of the Members;
- (c) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds for the purposes of the Association;



- (d) opening of bank accounts on behalf of the Association and designating the signatories required;
- (e) enforcing by legal means the provisions of these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (f) obtaining and carrying insurance against casualties and liabilities, and paying the premium cost thereof;

D. Indemnification. Each director, officer, employee or agent of the Association, and each person who at its request has served as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Association against those expenses which are allowed by the laws of the State of Georgia and which are reasonable incurred in connection with and action, suit or proceeding, completed, pending or threatened, in which such person may be involved by reason of his being or having been a director, officer, employee or agent of the Association or of such other enterprise. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed herein. The Association may purchase and maintain insurance on behalf of any such directors, officers, employees or agents against any liabilities asserted against such persons whether or not the Association would have the power to indemnify such directors, officers, employees or agents against such liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by members or by an insurance carrier, the Association shall provide notice of such payment to the members in accordance with the provisions of the laws of the State of Georgia. For purposes of this Section, references to "the Association" shall include, in addition to the surviving or new corporation, any merging or consolidating corporation (including any merging or consolidating corporation of a merging or consolidating corporation) absorbed in a merger or consolidation so that any person who is or was a Director, officer, employee or agent of such merging or consolidating corporation, or is or was serving at the request of such merging or consolidating corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Secretary, and Treasurer, to be elected from among the Members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for financial recordkeeping, paying debts and banking.

2

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to be effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, 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 resolution of the Board of Directors.

## ARTICLE V

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation and these Bylaws, the provisions of Georgia law, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

#### Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Bylaws, membership register, books of account and minutes of meetings of members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe.

(b) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U. S. Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. These Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing a majority of the total votes of the Association.

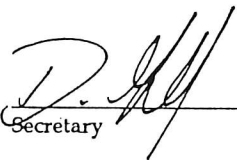
## CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected Secretary of Woody Acres Homeowners Association, Inc., a Georgia non-profit corporation;

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by and with the consent of the Members.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association  
this 21<sup>st</sup> day of June, 2000.

  
Secretary



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODY ACRES, PHASE I, PROPERTY OF JAMES A. PRIEST

THIS DECLARATION, made this 9th day of September,  
1991, by JAMES A. PRIEST, hereinafter called the "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property hereinafter fully described in Exhibit "A", attached hereto, and which real property has subdivided lots; and

WHEREAS, Declarant desires to provide for the preservation of the values of said real property and subdivided lots; and, to this end, desires to subject the real property to certain protective covenants, restrictions, easements, and conditions, hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described hereinbelow is hereby subjected to this Declaration of Covenants, Conditions and Restrictions, and is and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the protective covenants, restrictions, easements, and conditions hereinafter set forth; and Declarant further declares that every grantee of any interest in such real property hereinafter described, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

The protective covenants, restrictions, easements, and conditions are as follows:

1. Lots shall be used for residential purposes only and not more than one detached dwelling per lot; no dwelling shall consist of less than 600 square feet of finished, heated living space, exclusive of porches, carports, garages and patios.

2. No mobile homes shall be located on any lot. Recreational vehicles will be allowed on a temporary basis only.
3. Maintenance and use of lots with regard to wells or water supply and to sewage disposal shall be in strict compliance with currently existing State and County health regulations.
4. The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least twenty-five (25) feet from the front and rear lines of the property and at least fifteen (15) feet from the sidelines of the property.
5. Each lot is subject to road easements as shown on plat of survey identified in Exhibit "A", and said property is also subject to the existing utility easement in favor of Amicalola Electric Membership Corporation as set forth in Deed Book 285, page 320, Gilmer County Records. The property shown on Exhibit "A" is also subject to a water easement for the purpose of installing, maintaining and servicing the water lines to each lot, said water easement to be located within the 25 foot building set back line. Declarant retains the right to enter each lot for the purpose of maintaining utilities.
6. No lot covered by these covenants and restrictions shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including, but not limited to, junk vehicles of any sort and household waste.
7. No advertising activity of any kind shall be allowed on any lot. Signs for the advertising of lots by the lot owner will be permitted.
8. The Owner-Declarant herein and/or his specified agent shall be allowed to maintain a temporary sales office, with necessary signs, during the time in which he offers lots for sale.
9. No lot shall be utilized for excessive upkeep of animals; while household pets and necessary housing therefor are not prohibited, there shall be no cattle, horses, swine, or other such animal or fowl kept on premises, nor more than two adult of any such other animal such as dog or cat.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Any owner of a lot in the subdivision may enforce the covenants and restrictions by proceeding at law or equity against any person or persons or entity violating or attempting to violate any covenant or restrictions either by seeking to restrain such violation or seeking damages.

12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

*James A. Priest* (SEA)  
JAMES A. PRIEST - Declarant

Signed, sealed and delivered  
in the presence of:  
*Jane Weaver*  
Unofficial Witness  
*Rhonda Parkey*  
Notary Public  
Notarization Date: 9-9-91  
My Commission Expires: 1-13-92

(NOTARIAL SEAL)

GEORGIA, GILMER COUNTY  
Clerk's Office - Superior Court  
Filed for record this 9 day of  
Sept 1991 at 4:00 o'clock  
P.M. and Recorded in Book 274 Page 150  
this 18 day of Sept 1991  
Clerk Superior Court

(continued)

EXHIBIT "A"

All that tract or parcel of land lying and being in the 24th District and 2nd Section of Gilmer County, Georgia, and being part of Original Land Lots 14 and 15, and being designated as Tracts Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 as shown on the plat for Phase I of WOODY ACRES, made by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated June, 1990, recorded in Plat Book 20, pages 140 and 141, Gilmer County Records; which reference is made for the purpose of incorporating the same as a part herein.