

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

BY-LAWS
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BY-LAWS

FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Effective July 1, 2005

**ARTICLE I.
DEFINITIONS**

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

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

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

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

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

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

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

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

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

ARTICLE 2
GENERAL

2.1 APPLICABILITY

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

2.2. NAME

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

2.3. PURPOSE

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

ARTICLE 3
MEMBERSHIP IN THE ASSOCIATION

3.1. ELIGIBILITY

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

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

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

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

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

Section 3.1.5. Entity Members: In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be eligible to represent such entity in the affairs of the Association. The person(s) entitled to cast votes shall be designated in a certificate signed and filed with the Association. The person(s) designated to vote in the certificate shall be known as the "Voting Member". Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position with the Association in which such person may have been serving, to be filled by the Board.

3.2. MEMBERSHIP MEETINGS

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

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

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

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

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

Section 3.2.6. Quorum: At any meeting of the membership, whether special or annual, a quorum shall be deemed present if Members entitled to cast more than one-tenth (1/10) of the eligible votes of the Association are present either in Person or by written proxy. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be rescheduled.

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

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

Section 3.2.9. Adjournment: Other than a meeting that cannot be convened due to a lack of a quorum, any meeting of the Owners may be adjourned for periods not exceeding thirty (30) days by vote of the Owners holding the Majority of the votes represented at such meeting. Any business, which could be transacted properly at the original session of the meeting, may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required. Notwithstanding the above, when any membership meeting, either annual or special, is adjourned for more than thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 3.2.10. Action Taken Without a Meeting: In the Board's discretion, any action that may be

taken by the Association Members at any annual or special meeting may be taken without a meeting if the Board delivers a written ballot, proxy or consent form to every Member entitled to vote on the matter. The Board may deliver ballots, proxies and consent forms by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means. Owners shall deliver their vote by written ballot, proxy or consent form by whatever means is specified by the Board.

Section 3.2.11. Consents: Any action which may be taken by a vote of the Owners may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Non-profit Corporation Code.

Section 3.2.12. Decision of Owners: Unless otherwise expressly provided in the Declaration, or these By-laws, and provided a quorum is present, a Majority Vote of the Owners in attendance in person or by proxy represented at the meeting shall be the act of the Owners. Notwithstanding the foregoing, any action which by law or pursuant to the provisions of the Declaration requires the assent of a special percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite percentage so prescribed by law or by the Declaration is obtained. The President may vote. In the event of any tie vote at any annual, special, or adjourned meeting, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie. When the Declaration or these By-Laws require the approval or consent of all or a specified percentage of mortgagees and/or other lien holders, no decision or resolution duly adopted by the Owners shall be effective or valid until such approval or consent shall have been obtained.

Section 3.2.13. Conduct of Business: The President, or the Vice President in the absence of the President, shall preside over all meetings of the Owners and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as all other transactions occurring at such meetings.

3.3. VOTING

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

Section 3.3.2. Association Voting Restriction: Lots owned by the Association shall not have voting privileges, nor shall they be counted for the purposes of a quorum or majority.

Section 3.3.3. Proxy: Any Owner (or his/her spouse or domestic partner) entitled to vote may do so by written proxy. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before the time designated in the voting materials. The Board of Directors may accept proxies by whatever means they deem acceptable. A proxy is revoked only if the Owner giving the proxy: (1) attends and votes in person at the meeting (attendance alone does not invalidate the proxy); or (2) signs and delivers to the Board of Directors a written statement revoking the proxy or substituting another Person as proxy. A proxy is also revoked by notice to the Board of Directors (before the proxy is exercised) of the death or incapacity of the Owner giving the proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. A proxy shall also automatically be revoked upon the conveyance by an Owner of his Lot and no proxy shall be valid after eleven (11) months from the date of its execution.

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

3.4. DOCUMENTS AND RECORDS

Section 3.4.1. Electronic Documents and Signatures:

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

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

Section 3.4.1.3. Verification and Liability for Falsification: The Board may require reasonable verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument that, in the Board’s sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in a reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys’ fees and expenses incurred as a result of such acts.

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

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

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

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

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

ARTICLE 4
BOARD OF DIRECTORS, OFFICERS, ORGANIZATION AND DUTIES

4.1. NUMBER OF DIRECTORS

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

4.2. ELECTION AND TERM

Section 4.2.1. Director Applications: The Election Committee, as defined in Article 5, Section 5.2.6, shall prepare a list of candidates willing to serve, and, if appropriate, propose changes in the number of Directors. The information from the Election Committee will be delivered to the Board no less than sixty (60) days prior to the annual meeting.

Section 4.2.2. Membership Nominations: Nominations of Directors for election may also be made by the membership from the floor at the annual meeting or by written ballot cast at the annual meeting, unless dispensed with by unanimous consent of those present at such meeting. Directors shall be elected by a plurality of the votes cast. Cumulative voting is not permitted.

Section 4.2.3. Term: Those Directors serving on the effective date of these By-Laws, as recorded in the Carroll County, Georgia land records, shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected by the vote of the Members, as provided in Section 3.2.2. Those Members receiving the most votes shall be elected to the number of positions to be filled. All successor Directors shall be elected for three (3) year terms and shall hold office until their successors are elected.

Section 4.2.4. Board Proxy Voting: All proxies assigned to the Board shall be voted for the issues and candidates that are selected by the majority of the Board in a secret ballot.

4.3. VACANCIES

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

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

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

4.4. MEETINGS OF THE BOARD

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

Section 4.4.2. Regular Meetings: The Board shall meet on a monthly basis for the purpose of conducting Association business. The meeting shall be on the date, time and place as decided by a Majority Vote of the Board. The selected time should be as consistent as possible, and shall be open to all Members in good standing. Members other than Directors may not participate in any discussion or deliberation unless expressly authorized by the Board. In the discretion of the Board, open forum time may be provided prior to, during or after the meeting for membership commentary. Minutes of these meetings shall be properly maintained.

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

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

Section 4.4.5. Executive Sessions: Executive sessions are closed meetings of the Board for the sole purposes of discussion and/or voting on legal or personnel issues. The Board may entertain a motion and vote to go into executive session at any time during a duly called meeting where a quorum is

present. No minutes will be kept during executive sessions, and all information discussed in the executive session must be maintained in strictest confidence.

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

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

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

Section 4.4.9. Quorum and Voting: The presence of Directors entitled to cast one-half (1/2) of the eligible votes of the Board of Directors shall constitute a quorum for the transaction of business. One or more Directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all Persons participating in the meeting can hear each other. Directors may not participate in meetings by proxy. Unless otherwise provided herein, all decisions of the Board of Directors shall be by Majority Vote. No Director shall participate in any vote of the Board of Directors if at the time of the vote his or her Lot is shown on the books and records of the Association to be more than thirty (30) days past due in any assessment or charge or if the voting rights for his or her Lot have been suspended. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The necessary quorum shall be required at the adjourned session. At all meetings of the Board of Directors, each Director, including the President, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his or her vote as a Board member, exercise a supplemental vote to break the tie vote.

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

4.5. DUTIES AND RESPONSIBILITIES OF THE OFFICERS

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

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

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

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

Section 4.5.5. President: The President shall be the chief executive Officer of the Association; shall preside over all meetings of the Board in accordance with Robert's Rules of Order; and shall be an ex-officio Member of all committees of the Association. The President shall chair the Executive Committee and no other committee. The President shall serve on the Asset Management and Strategic Planning Committee, and shall not serve on the Property Control Committee. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, and shall in general, manage, supervise, and control all of the business and affairs of the Association. Without limiting the foregoing, the President shall have the authority to sign, on behalf of the Association, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these By-Laws or the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

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

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

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

4.6. BUSINESS MANAGEMENT

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

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

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

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

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

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

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

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

Section 4.6.9. Management Agent: The Association may, but shall not be required to, hire a

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

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

4.7. ASSET MANAGEMENT

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

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

4.8. FINANCIAL MANAGEMENT

4.8.1. ASSESSMENTS

Section 4.8.1.1. Annual Assessments: The Board shall levy against each Member of the Association a uniform annual charge to be determined after consideration of current maintenance needs and future needs of the Association for the purpose set forth in its Articles of Incorporation. Such assessments shall be levied and collected in accordance with the Declaration. In any year in which there is an excess of assessments over expenditures, the Board of Directors, by resolution and without the necessity of a vote of the Owners, shall determine either to apply such excess or any portion thereof against, and reduce, the subsequent year's assessments, , to apply such excess or any portion thereof to amenity improvements, or to allocate the same to one or more reserve accounts.

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

Section 4.8.1.3. Payment Requirements: The change or transfer of legal ownership and title of any residential Lot shall not have any effect on the right of the Association to levy and collect any such assessments. The Board shall have the authority to provide how any such assessments can be paid, and shall have the authority to provide for the payment of interest, late fees and such other charges in the event any such assessments are not paid when due and payable. Any such provisions must be approved by the Board at the same meeting at which the amount of the annual assessment is determined and approved. Any assessment not paid when due shall become a lien upon the

residential Lot to which any such levy applies in accordance with the Declaration. The written notice of the annual assessment shall be sent to the Owner of the legal title of every residential Lot in Fairfield not later than April 1st of each year and, unless specified otherwise, the annual assessment shall be due and payable on or before May 1st of each year.

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

4.8.2. COMPENSATION OF DIRECTORS AND OFFICERS

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

4.8.3. EMPLOYMENT

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

4.8.4. BUDGETING

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

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

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

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

4.8.5. DEPOSITORIES

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

4.8.6. SURETY

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

4.8.7. INDEMNIFICATION

Liability and Indemnification of Officers, Directors, and Committee Members: The Association shall indemnify every Officer, Director and Committee Member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an Officer, Director or Committee Member, whether or not such Person holds such position at the time such expenses are incurred. The Officers, Directors and Committee Members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance.

The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director or Committee Member, or former Officer, Director or Committee Member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, Officers' and Directors' liability insurance to fund this obligation.

4.9. CONDUCT

4.9.1. CONFLICT OF INTEREST

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

exist and shall refrain from voting on any such transaction. For purposes of this section, “related person” shall have the meaning included in the Code, and shall include, but not be limited to, the spouse (or parent of sibling thereof) of the Director or a child, grandchild, sibling, parent (or spouse of any thereof), or an individual having the same home as the Director.

ARTICLE 5 COMMITTEES

5.1. COMMITTEES

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

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

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

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

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

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

5.2 DUTIES OF COMMITTEES

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

replacement and/or maintenance. A Member of the Board, other than the President, shall chair the committee.

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

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

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

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

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

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

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

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

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

Section 5.2.11. Roads/Maintenance: This committee shall advise the Board on all matters pertaining to the maintenance, repair and improvement to the roads, common properties and other facilities owned by the Association; shall advise the Board on matters pertaining to the maintenance and repair of any and all recreational facilities owned by the Association, including but not limited to the beach, the beach building, the recreation building, pool, basketball courts, miniature golf course and the entire recreational area, the Marina building and the outside area around and surrounding the Marina.

5.3. TEMPORARY COMMITTEES

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

ARTICLE 6 MISCELLANEOUS

6.1. NOTICES

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

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

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

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

6.2. SEVERABILITY

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

6.3. CAPTIONS

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

6.4. GENDER AND GRAMMAR

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

6.5. CONFLICTS

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

6.6. OFFICES

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

6.7. GIFTS

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

6.8 AGREEMENTS

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

6.9 RIGHTS OF ACTION

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

ARTICLE 7 CHANGES IN BY-LAWS

7.1. BY THE BOARD

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

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

7.2. BY THE MEMBERSHIP

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

7.3. MOTIONS AND RESOLUTIONS

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

ARTICLE 8 RULE MAKING AND ENFORCEMENT

8.1 AUTHORITY AND ENFORCEMENT

Section 8.1.1. Property Usage: The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided copies of all such rules and regulations shall be made available to all Owners and Occupants. Such rules and regulations may also include the establishment of such fees, charges, and deposits as the Board of Directors may deem to be reasonable, necessary and in the best interest of the Association. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, By-laws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, By-Laws or rules and regulations.

Section 8.1.2. Fines and Suspension: The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these By-laws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot. If any Occupant violates the Declaration, By-laws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 8.2. below. The failure of the Board to enforce any provision of the Declaration, By-laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. The Board shall have the power to suspend a Member's rights to vote and use the Common Property for violation of the rules, providing a minimum of fifteen (15) days prior written notice of the suspension and the reason therefore, and the opportunity for the Member to appeal as defined below.

8.2. FINING AND SUSPENSION PROCEDURE

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

Section 8.2.2. Notice of Violation: If any provision of the Declaration or By-laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice, which shall state: (1) the nature of the alleged violation; (2) the proposed sanction, to be imposed; (3) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing, which request must be received by the Association within ten (10) days of the date of the notice; (4) the address information for sending the request to challenge the proposed action. If a timely challenge is made and the violation is cured, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

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

8.3. ADDITIONAL ENFORCEMENT RIGHTS

Section 8.3.1. Vehicle Towing/Booting and Lot Maintenance: Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the By-laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing or booting of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon a failure by the Lot Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 8.2.2 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

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

DECLARATION OF RESTRICTIONS

The following pages are a copy of the Declaration of Restrictions referred to in the introduction of this booklet.

The Supplemental Declaration of Restrictions (pages 22 and 23) is binding only on those property owners who purchased their property from the Fairfield Plantation Developer. The Supplement is not applicable to property owners who made their purchase through prior developers such as Great Northern Development Co. or Treasure Lake of Ga., Inc.

Changes, as provided by Supplementary Declaration of Restrictions II, effective February 22, 1984, have been made by replacement in text. Copy of this Supplemental Declaration is included at the end of this booklet, on page 24.

DECLARATION OF RESTRICTIONS

1. APPLICABILITY

A. These Restrictions shall apply to all sub-divided numbered lots which are for residential purposes only, but these restrictions shall not be applicable to such lands now or hereafter designated on the plat or otherwise as parcels or as lands of Declarant, which parcels and lands are intended for commercial, multiple dwelling, condominium or hotels, or recreational uses. Declarant is withholding these parcels pursuant to its general development scheme and the absence of restrictions thereupon is intended to further that scheme by providing additional conveniences to the residential property owners and by stimulating a truly integrated community.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and persons claiming under them until January 1, 1995. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 1995, these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of fifty percent (1/2) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any part hereof.

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions and are intended to create mutual, equitable servitude upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage.

5. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members. Until September 1, 1971, Declarant shall have the right to appoint and remove members of the Committee. After September 1, 1971, The Board of Directors of the Treasure Lake Property Owners Association, Inc. (hereafter called "Association") shall have the right to appoint and remove members of the Committee.

C. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval

endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final and not subject to appeal or review.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure on or extending into any lake, such approval shall constitute a mere revocable license from Declarant or its successor or successors in interest to said lake for the construction, placement and maintenance of the proposed structure.

H. Prior to commencement of construction, a building certificate must be obtained from the Committee and prior to occupancy, an occupancy permit must be obtained from the Committee. The Committee or its agents shall have the right to inspect all construction to insure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details.

6. SIZE AND PLACEMENT FOR RESIDENCES AND STRUCTURES

A. Every residence dwelling constructed on a lot subject to these restrictions shall contain at least the following number of square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings):

1. The minimum square footage for construction, regardless of the location of the lots, shall contain at least a minimum of twelve hundred (1200) square feet, on one floor.

B. Each dwelling shall be of a single story construction, provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lots lends itself to such construction, and the erection of such a structure would not detract from the general development scheme.

C. The Committee shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, wall and copings. Such regulations shall, in the Committee's sole discretion, conform with the general development scheme.

D. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivisions, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines except if, in the sole opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the area.

E. No above-grade structure (except approved fences or walls) may be constructed or placed on any lot in any Subdivision except within the building lines shown on the recorded plan, and if any building lines are not shown or if the plan is not recorded, then the building lines, other than those which may be shown on a recorded plan, shall be:

a. Fifty (50) feet from the front line of each lot;

b. Ten (10) feet from each side line;

c. Twenty-five (25) feet or twenty-five (25) percent of the depth of the lot, whichever is greater, from the rear line of each lot.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the lines from which a setback is to be measured is a meandering line, the average length of the two lot lines intersecting the meandering line shall be determined, and using that average length, an imaginary straight

line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the front or rear line of the lot.

C. Except for lake front lots, the term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by paragraph 6-E(c)

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

- a. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage disposal system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when the central sewer becomes available, it shall be exclusively used. No outside toilet shall be constructed or permitted on any lot.
- b. No temporary house, trailer, tent, garage or other outbuilding shall be placed on or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- c. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.
- d. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Committee.
- e. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.
- f. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
- g. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Committee.
- h. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- i. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or recreation area.
- j. All outdoor clothes poles, clothes lines and similar equipment shall be placed or screened by shrubbery as not to be visible from any street, lake or recreation area.
- k. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.
- l. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- m. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

- n. No oil or natural gas drilling, refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- o. No vehicle shall be parked on any street in the Subdivisions. No truck shall be parked for storage overnight, or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street, lake or recreation area.
- p. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- q. No tree over six inches in diameter shall be removed from any lot without prior written consent of the Committee.
- r. No radio station or shortwave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a central television system has been made available at rates commensurate with those prevailing in the area.
- s. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivisions. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for itself, its successors and assigns the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less than once each week on a day or days designated by the Declarant or its successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner and shall be commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.
- t. There shall be no access to any lot on the perimeter of the Subdivisions except from designated roads within the Section or Subdivision.

9. EASEMENTS

- A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:
 - a. A 15-foot easement and right-of-way over each lot as Declarant may deem necessary for the use and maintenance of storm and sanitary sewers, and the installation of utility services.
 - b. A 10-foot wide easement along each side of all road rights-of-way and a 7 1/2-foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines, and and mains.
 - c. It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.
- B. Declarant reserves for itself, its successors or assigns, an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.
- C. On each lot, the rights-of-way and easement areas reserved by the Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings or other materials shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage

channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

D. Every lot in the Subdivision, if any, that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake.

10. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

A. Each of the streets in the Subdivisions, now or hereafter designated on any plat, is a private street, and every park, recreational facility, and other amenity within the Subdivisions is a private park, facility or amenity, and neither Declarant's execution nor recording of the plat, nor any other act or Declarant with respect to the Property is, or is intended to be, or shall be construed as a dedication to the public of any of said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets, and areas designated as parks, is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Treasure Lake Property Owners Association, Inc.; to the members and owners of any recreational facility; to the residents, tenants and occupants of any multi-family residential buildings, guest house, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Property and to the invitees of all of the aforementioned persons; the use of which shall be subject to such rules and regulations as may be prescribed by Declarant or the Association, if the Association is the owner of the facility or property involved.

B. The ownership of the recreational amenities within the Property which may include but shall not be limited to lakes, dams, marinas, beaches, lake access tracts, golf courses, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, and campgrounds shall be in Declarant or its successors, grantees, or assigns and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its successors, grantees or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the Association, which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

11. TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.

A. Every person upon acquiring title, legal or equitable, to any lot in the Subdivisions shall become a member of the Treasure Lake Property Owners Association, Inc., a Georgia non-profit corporation, herein referred to as "Association" and as long as he is the owner of any such lot, he must remain a member of the Association. Such membership is not intended to apply to those persons who hold an interest in any lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to payment of annual charges.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivisions.

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks owned by it within the Subdivisions. The Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and parks and such other properties as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Subdivisions, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than \$45.00 per year for road maintenance. No such charge shall ever be made against, or be payable by the Declarant, the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the area, or any lakes, dams, beaches, lake access tracts, marinas, golf courses, tennis courts, swimming pools, clubhouse grounds, campgrounds, or other like recreational facilities. The Association may also charge any user or member a fee for the use of any amenities owned or operated by it.

- a. Every such charge so made shall be paid by the member to the Association or its designee on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot on or before the first day of April of each year, and written notice of the charge so fixed shall be sent to each member.
- b. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at a rate of interest established by the Board of Directors but not in excess of those allowed under the laws of the State of Georgia. The annual charge shall, if unpaid within 30 days of its due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by a mortgagee shall be construed to be a covenant to pay the charge. The Association may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest costs, and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by any delinquent member to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivisions by any means shall be conclusively held to have covenanted to pay the Association or its designee all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions or its By-Laws. Any lot acquired is taken subject to the lien for any prior unpaid charges.
- c. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any charges therein stated to have been paid.
- E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively to promote the recreational facilities of, and the health, safety and welfare of the members of the Association and in particular for the improvement and maintenance of the streets, those areas designated as parks and other property within the Subdivisions which shall have been conveyed to or acquired by the Association.
- F. The lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of Georgia, shall be, from the date of recordation, superior to any and all such liens provided for herein.
- G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association or of Declarant of any member:
 - a. For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 11-D, 12, and 13 of these Restrictions) owed by the member remains unpaid;
 - b. During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;
 - c. During the period that any utility bill for water or sewer service rendered to the member or associate member shall remain unpaid.

12. MOTOR VEHICLE SPEED LIMITS

A. Speed limits for streets and the rules governing the use of parts within the Subdivisions shall be as promulgated from time to time by Declarant, its successors and assigns. Appropriate postings of these speed limits shall be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, pursuant to subparagraph 11-D of the Restrictions, and the amount of such fine shall be collected by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in subparagraph 11-G of the Restrictions.

B. No vehicle except a duly licensed vehicle shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

13. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its agent and employees, to enter upon said lot and repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such board of directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject and until paid shall be a lien on said lot.

14. PROVISIONS IN RESPECT OF LAKES AND LOTS CONTIGUOUS THERETO

A. The water in, and the land under, Treasure Lake or lakes as shown on the plan, is and will be owned by the Declarant, its subsidiaries or its successors and assigns. The title that will be acquired by the grantee of the Declarant's title to any lot fronting on said lake (and by the successors and assigns of such grantee) shall extend only to such point as designated on the plan and in no event shall it extend beyond the shoreline of the lake to which such lot is fronting or contiguous. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake or with respect to said lake, the land thereunder, the water therein, or its elevation, use, or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water elevations.

15. CHARGES FOR WATER SERVICE

A. Every owner (legal or equitable) of a lot in the Subdivision shall be conclusively presumed to have covenanted by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for water service to the Declarant or its designee as follows: At the rate of TWO DOLLARS (\$2.00) per month commencing upon the availability of water service to the lot; at such time as the owner of a lot shall elect to have service connected, he shall pay a connection charge of THREE HUNDRED EIGHTY-FIVE DOLLARS (\$385.00); thereafter, he shall pay for water service at reasonable consumption rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00), as established by Declarant or its designee. Said availability or consumption rates may be billed monthly or quarterly or semi-annually.

16. CHARGES FOR SEWER SERVICE

A. Notwithstanding the provisions of Paragraph 8-A (a) above as the same applies to septic tanks or other sewage systems, every owner (legal or equitable) of a lot shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for sewer service as provided in this paragraph. Owners of all dwellings shall be required to connect to said sewer service as follows: Within 30 days after the time said services should be made available in the case of dwellings already constructed; before the time of occupancy in the case of dwellings constructed after said service should be made available. Charges for sewer service shall be at the rate of at least TWO DOLLARS (\$2.00) per month commencing upon the availability of sewer service to the lot; at such time as the owner of a lot has service connected, he shall pay a connection charge of SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$785.00), or such other charge as may be authorized by the governing body having jurisdiction, to the Declarant or its designee; thereafter, he shall pay for sewer service at reasonable rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00) per month. Said availability or use rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. Easements in addition to those reserved throughout these Restrictions and on any plans shall be granted for the practical construction, operation and maintenance of said sewer facilities upon request of the applicable utility.

17. REMEDIES

A. The Declarant, Association, any property owner or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant, the Association or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party

to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

18. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

19. SEVERABILITY

A. Every one of the Restriction is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

20. CAPTIONS

A. The caption preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the said Declarant has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, dated the day and year first above written.

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

1. Declarant shall have the power to levy against each lot subject to the provisions hereof a uniform annual charge, the amount of said charge to be determined solely by Declarant after consideration of current and future needs of Declarant for the reasonable and proper maintenance, repair and upkeep of all recreational amenities owned by Declarant and actually provided at the date of levy of such charge.
2. The power to levy such a charge as provided in paragraph 1 above shall inure also to the successors and assigns of each such recreational amenity; provided, however, that no charge will be levied by any such successor or assign within twelve (12) months following the date of levy by Declarant or by the predecessor in title to such successor or assign of a charge as provided herein for the maintenance, repair and upkeep of the recreational amenity or amenities acquired by such successor or assign.
3. No such charge shall ever be levied nor constitute a lien against lots owned by Declarant, by the Property Owners Association, or by any corporation or corporations that may acquire title to or operate any water or sewer utilities serving the area, of any dams, beaches, water access tracts, marinas, golf courses, tennis courts, swimming pools, clubhouse grounds, campgrounds, or other like recreational facilities, regardless of whether such facilities are used by persons other than numbered lot owners.
4. Charges to be levied by Declarant for the maintenance, repair and upkeep of the recreational amenity or amenities during the ensuing year shall be determined on or before the first day of April of each year.
5. Each such charge shall become a lien or encumbrance upon the lot or lots which same is levied as of the first day of April of each year, and acceptance of each deed for a lot upon which charge has been levied shall be construed to be covenant to pay the charge. Any lot acquired shall be taken subject to the lien for any unpaid prior charges, and every person who shall become the owner of the title, legal or equitable, to any lot subject to such a charge (other than one who is solely a grantee in a Deed to Secure Debt) shall be deemed conclusively to have covenanted to pay to Declarant, its successors or assigns, any such charge or charges. Notwithstanding any provision herein to the contrary, the lien and lien rights created hereby shall be dissolved, voided and of no further effect as to any lot titled in the name of Declarant or in which Declarant has any interest (other than a security interest) until Declarant's sale or transfer of such title or interest; upon which event, the lots shall continue to be free and unencumbered from the lien and lien rights for all charges accruing prior to such sale or transfer, but shall be subject to the lien and lien rights provided for here in for all charges accruing thereafter. Should the sale or transfer of such lot, however, be part of the sale of all or substantially all of the lots and recreational amenities of Fairfield Plantation, the lot shall remain free and clear of such lien and lien rights in the hands of purchaser thereof.
6. Each such charge shall become due and payable on the first day of May of the year in which such charge is levied, and each such charge shall bear interest from its due date at the rate of six percent (6%) per annum, which interest until paid shall also constitute a lien or encumbrance upon the lot or lots to which said charge is applicable as provided for above.
7. Payment of all charge provided for herein, whether levied by Declarant, shall be made to Declarant, its agents, successors or assigns, at Fairfield Planation, Inc., 1207 Rebsamen Park Road, P. O. Box 3375, Little Rock, Arkansas 72203, or to such other address or addresses of Declarant, its agents, successors or assigns, as may be indicated hereafter by instrument or instruments in writing executed by Declarant, its successors or assigns, and duly recorded in the Office of the Clerk of Superior Court of Carroll County, Georgia, with a marginal entry made upon this instrument as recorded in said Office.
8. The lien of each charge as provided for hereunder may be foreclosed by Declarant at any time following the due date of the charge levied. In addition and as an alternate to the remedy of lien foreclosure, Declarant, its successors and assigns, shall have the right and option to sue the owner of the lot against which such charge was levied and any successor owner or owners of same for any and all unpaid charges, interest, costs and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by such owner or successor owner to Declarant.
9. Upon written request signed by the owner of the lot or lots from which a certificate hereunder is requested by the prospective purchaser of such lot or lots, or by the attorney of either, and is mailed to Declarant at the address or respective addresses last recorded in the Office of the Clerk of Superior Court of Carroll County, Georgia, as provided for in paragraph 7 above, and which request is accompanied by a check in the sum of \$5.00 made payable to the entity upon which such request is made, Declarant, its agents, successors or assigns, shall

furnish a certificate in writing certifying either that all charges levied by such entity on a specified lot or lots have been paid or enumerating therein all charges and interest there on which remain unpaid. Such certificate shall be conclusive evidence of payment of all charges levied by the entity issuing same other than those enumerated therein as remaining unpaid.

10. In the event that the request for a certificate pursuant to paragraph 9 above is mailed by certified mail, return receipt requested, and such request actually is received by Declarant, its agents, successors or assigns, as evidenced by the return receipt thereof, the failure of Declarant, its agents, successors or assigns, to furnish such certificate to the requesting party at the address stated in such written request within thirty (30) days following receipt of such request by Declarant, its agents, successors or assigns, shall extinguish any charge theretofore levied by such nonresponding entity upon the lot or lots for which such certificate is requested within thirty (30) days subsequent to the date of actual receipt of such request by Declarant, its agents, successors or assigns.

11. Any and all liens as provided herein shall be subordinate to the lien of a bona fide Deed to Secure Debt representing a first lien at any time placed upon any lot for the purpose of permanent financing of the purchase of the lot or financing of the construction of a residence or other improvements thereon and recorded in accordance with the laws of the State of Georgia.

12. All funds accumulated from the charges levied hereunder by Declarant shall be separately reflected on the books of account of the owner or owners of said amenities as pertaining to the recreational facilities of Fairfield Plantation.

13. Declarant shall have the right to publish a list of lots subject to charges hereunder, which charges are in a delinquent status; and Declarant shall have the right to suspend the use of all recreational amenities owned by Declarant by any person or persons basing the right of use of such recreational amenities upon the ownership or possession of any such lot upon which charges provided for hereunder are delinquent.

14. Nothing contained herein shall be interpreted or construed to prevent Declarant from charging any user for the use of any amenities owned or operated by them, or any of them, including charges for individual services or goods provided users through such facilities.

15. The terms hereof (except paragraph 16 below) shall inure to the benefit of and be binding upon the respective heirs, administrators, successors and assigns of any party mentioned hereunder, except that, upon conveyance of any such amenities to the Property Owners Association, the right to levy charges for the upkeep and maintenance of such amenities shall be those rights set forth in the previously existing Declaration of Restrictions and not as provided for herein.

16. The terms hereof may be amended by Fairfield Plantation, Inc. or any successor or assign thereof specifically authorized to do so in writing filed in the Office of the Clerk of Superior Court of Carroll County, Georgia.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

SUPPLEMENTARY DECLARATION OF RESTRICTIONS II

Supplementary Declaration made the 22nd day of February 1984, by the Fairfield Plantation Property Owners Association, Inc., a Georgia corporation, duly qualified in Georgia (hereinafter referred to as the "Association").

WHEREAS, the Association in compliance with Paragraph 2 - "TERM" of these Restrictions made a proposal which was submitted to the property owners of record; and

WHEREAS, proxy response complied with quorum requirements and votes in favor of the proposal; and

WHEREAS, the vote exceeded the specified two-thirds (2/3) majority requirement of said paragraph;

NOW, THEREFORE, said Restrictions shall be modified in the following respects:

Paragraph 2 - "TERM" of the Declaration of Restrictions, which reads "these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions" shall be amended to read:

"These Restrictions may be amended by the vote of the then record owners of fifty percent (1/2) of such residential lots to make variations in the Restrictions".

Paragraph 6 - "SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES" of said Declaration of Restrictions shall be amended by deleting the following:

"1. Lake Front Lots, i.e., those which are not separate from the lake by another lot in the subdivision, 1000 square feet; on the first floor;

2. Lake View Lots, i.e., lots other than Lake Front Lots, 800 square feet, on the first floor."

and substituted with the following:

"1. The minimum square footage for construction, regardless of the location of the lots, shall contain at least a minimum of twelve hundred (1200) square feet, on one floor."

Paragraph 11 - "TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC." of said Declaration of Restrictions as it relates to the first sentence of subparagraph (D)(b) which reads as follows: "If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at a rate of six percent (6%) per annum."

This statement shall be changed to read: "If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at a rate of interest established by the Board of Directors but not in excess of those allowed under the laws of the State of Georgia."

Said changes listed herein shall amend the Declaration of Restrictions recorded in Deed Book 231, page 247; Deed Book 233, page 1; Deed Book 237, page 418; Deed Book 244, page 425; and Deed Book 300, page 252, in the Office of the Clerk of the Superior Court of Carroll County, Georgia.

IN WITNESS THEREOF, Association has caused this instrument to be executed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

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ENV → Weinstock & Scavo

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FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
10 JAN 14 AM 10:28
Alan J. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

Reference: Deed Book 231, Page 247;
Deed Book 233, Page 1; Deed Book
237, Page 418; Deed Book 244,
Page 425; Deed Book 300, Page 252;
Deed Book 349, Page 643; Deed Book 390,
Page 115; Deed Book 465, Page 437; Deed
Book 733, Page 208; Deed Book 883, Page
31, Carroll County, Georgia records

**AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS
AFFECTING FAIRFIELD PLANTATION**

This Amendment to the Declarations of Restrictions Affecting Fairfield Plantation is made this 5th day of January, 2010 by Fairfield Plantation Property Owners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, on or about August 28, 1970, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 231, Page 247, et seq., Carroll County, Georgia records; and on or about October 2, 1970, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 233, Page 1, et seq., aforesaid records; and on or about January 1, 1971 that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 237, Page 418, et seq., aforesaid records; and on or about April 6, 1971, that certain Declaration of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 244, Page 425, et seq., aforesaid records; and, on or about August 13, 1973, that certain Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 300, Page 252, et seq., aforesaid records; and on or about March 30, 1978, that certain Supplemental Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 349, Page 643, et seq., aforesaid records; and on or about April 12, 1979, that certain Second Supplemental Declaration of Restrictions affecting Fairfield Plantation was recorded at Deed Book 390, Page 115, et seq., aforesaid records; and on or about February 22, 1984, that certain Supplementary Declaration of Restriction II affecting Fairfield Plantation was recorded at Deed Book 465, Page 437, et seq., aforesaid records; and on or about March 23, 1992 that certain First Amendment to Supplemental Declaration of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 733, Page 208, et seq., aforesaid records; and on or about July 13, 1995, PEGI caused that certain Second Amendment to Supplemental Declarations of Restrictions affecting Fairfield Plantation to be recorded at Deed Book 883, Page 31, et seq., aforesaid records (hereinafter, collectively, referred to as the "Declarations"); and

WHEREAS, certain of the above referenced Declarations may have been previously revoked and/or cancelled of record; and

WHEREAS, the above referenced Declarations may be amended by the vote of the then record owners of fifty percent (1/2) of the residential lots within Fairfield Plantation, as set forth in the Supplementary Declaration of Restriction II, recorded in Deed Book 465, Page 437, et seq., in order to make variations in the restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part thereof; provided, however, certain of the above referenced Declarations may have been previously revoked or cancelled of record; and

WHEREAS, the Association and the owners desire to amend the above referenced Declarations solely to suit varying circumstances and changed conditions;

NOW, THEREFORE, the above referenced Declarations are hereby amended as follows:

1. Subparagraph 2.A. of the Declarations, amended by the Supplementary Declaration of Restriction II, is hereby amended by deleting the words "these Restrictions may be amended by the vote of the then record owners of fifty percent (1/2) of such residential lots to make variations in the Restrictions." and substituting the following therefore:

"These Restrictions may be amended by the affirmative vote, or written consent, or combination thereof, of the then record owners of two-thirds (2/3) of such residential lots who vote, either in person at a meeting called for such purpose or by written ballot, provided, however that a quorum for such vote shall be at least one-third (1/3) of the then record owners of residential lots within Fairfield"

2. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declarations, Bylaws or Rules and Regulations, the terms of this Amendment shall control. This Amendment shall be effective upon recordation in the Carroll County, Georgia records. Except as amended hereby, the Declarations shall remain in full force and effect. This Amendment was prepared by Stephen A. Winter, Esq. of Weinstock & Scavo, P.C., 3405 Piedmont Road, N.E. Suite 300, Atlanta, Georgia 30305.

IN WITNESS WHEREOF, the undersigned officers of Fairfield Plantation Property Owners Association, Inc. hereby execute this Amendment on the date and year first above written.

FAIRFIELD PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

Signed, sealed this 11th day of January, 2010
in the presence of:

Matthew Lee
Unofficial Witness

Brenda Feigler
Notary Public

By: *Rick Fleeharty*
Rick Fleeharty, President

Attest: *Dana Hubbard*
Dana Hubbard, Secretary

My Commission Expires: 10-29-2010
[Notary Seal]

[CORPORATE SEAL]



RECORDED JAN 15 2010
Alan J. Lee, CLERK