

BYLAWS

OF

HERITAGE TRACE AMENITY OWNERS ASSOCIATION, INC.

Article I

General

Section 1. Applicability. These Bylaws provide for the self-government of Heritage Trace Amenity Owners Association, Inc., in accordance with the Georgia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the covenants set forth on the plats of survey for Heritage Trace, recorded in the Cobb County, Georgia land records.

Section 2. Name. The name of the corporation is Heritage Trace Amenity Owners Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership.

(a) Permanent Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Cobb County, Georgia land records and who also pays the annual User Fee, shall be a Permanent Member of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

(b) Recreation Members. Each Permanent Member who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Cobb County, Georgia land records, and who pays the annual User Fee shall be a Recreation Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

(c) Voluntary Members. Membership or yearly use passes shall be offered on a voluntary basis for Owners or occupants whose Lots in Heritage Trace have not been submitted to Permanent Membership in the Association (being Voluntary Members). Voluntary Membership shall be contingent upon payment of dues established by the Board and compliance with the Declaration, By-Laws and rules and regulations of the Association.

(d) Non-Residential Members. Membership or yearly use passes for the recreational facilities also may be offered in the discretion of the Board to residents of Hampton Chase Subdivision and Sutton Glen Subdivision in Cobb County. The Board, in its discretion, may allow Non-Residential members from other subdivisions. Non-Residential Membership or use passes shall be contingent upon payment of dues established by the Board and compliance with the Declaration, By-Laws and rules and regulations of the Association.

(e) Civic Members. Each person who is a record Owner of a fee or undivided fee interest in any Lot in Heritage Trace who subjects such Owner's Lot to the terms of this Declaration by execution of a consent in the form attached hereto as Exhibit "B-1", but who is not a Permanent Member, shall be a Civic Member. Civic Members shall not be required to pay any assessments or

dues; provided, however, a Civic Member may be a Voluntary Member and as such will pay dues or charges assessed against Voluntary Members. A Civic Member shall have the right, but not the obligation, to convert to Permanent Membership by execution of a consent in the form attached hereto as Exhibit "B". A Civic Member who converts to Permanent Membership shall not be subject to payment of an initiation fee. UPON CONVEYANCE OR TRANSFER OF A LOT WHOSE CURRENT OWNER HAS EXECUTED THIS DECLARATION SUBJECTING OWNER'S LOT TO CIVIC MEMBERSHIP, SUCH LOT SHALL AUTOMATICALLY CONVERT TO PERMANENT MEMBERSHIP AS SHALL BE SUBJECT TO THE RIGHTS AND OBLIGATIONS OF PERMANENT MEMBERSHIP, BUT SHALL NOT BE SUBJECT TO AN INITIATION FEE.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Section 5. Voting. Each Permanent Member in good standing whose voting rights have not been suspended for any reason hereunder shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Permanent Member 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 attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted.

No Permanent Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Permanent Member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Permanent Member has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Permanent Member have been suspended, that Permanent Member shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 6. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Permanent Members, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, Permanent Members, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those eligible Permanent Members who are voting in person or by proxy or ballot, as provided herein. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 7. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the

administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II
Meetings of Members

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

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

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Member of record or to the Lots 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. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Member wishes notice to be given at an address other than his or her Lot, the Member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Permanent Members entitled to cast ten (10%) percent of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Permanent Members whose voting rights have been suspended hereunder shall not be counted as eligible votes toward the quorum requirement.

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

Section 7. Proxy. Any Permanent Member entitled to vote may do so by written proxy duly executed by the Permanent Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed

with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Consents. In the Board's discretion, any action that may be taken by the Association Permanent Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Permanent Member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

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

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

Article III
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, the number to be determined by Board resolution. The directors shall be Permanent Members or spouses of such Permanent Members; provided, however, no Permanent Member and his or her spouse or co-Owner may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the date of adoption of these Bylaws shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those Members present or represented by proxy, at the annual or other Association meeting, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled. All successor directors

shall be elected for one (1) year terms and shall hold office until their successors are elected.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Permanent Members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the Permanent Membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall receive a fifty (50%) percent discount on the annual User Fee for their Lot. Directors shall not be further compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses and directors may be provided gifts of nominal value not to exceed \$100.00 in any year as appreciation for services performed, such as awards, plaques or other items.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the annual membership meeting. Nominations also may be made by a nominating committee, if appointed by the Board.

Section 8. Elections. All Permanent Members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual Association meeting.

Section 2. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person,

by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. The Board may, but need not, declare Board meetings open to all Members. However, the Board shall use every reasonable effort to permit Members to attend a Board meeting and/or include an item on the Board meeting agenda if the Member makes written requests at least seven (7) days prior to a Board meeting. If Members are permitted to attend Board meetings, the Members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session if Members are present.

Section 6. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Member to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the due dates and period of the payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Property as defined in the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments and other fees or charges, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required (the Treasurer plus two (2) additional officers);

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Members;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

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

(n) establishing an office and/or Post Office box as may be necessary for the transaction of the business of the Association.

Section 2. 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 3. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities or for any other purpose, with the approval of a Majority of the eligible Permanent Members voting in person or by proxy at a duly called meeting or by ballot. Loans may not use the recreation property as collateral.

Section 4. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director 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 or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director 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 or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Appointment and Empowerment of Committees. The Board shall establish committees as necessary to carry out the business of the Association. The chairman of all committees must be approved by a majority of the Board.

Section 2. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the chairman of the committee. However, the Board may elect to appoint committee members and/or determine the number of members to serve on any committee. Committee members serve at the pleasure of the chairman of the committee and the Board of Directors. Any committee member may be removed by the chairman or the Board of Directors with or without cause at any time and with or without a successor being named.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The officers shall be elected by and from the Board of Directors. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the newly elected Board at the joint meeting which is held pursuant to the Article III, Section B(1) above and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal 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.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

Article V Rule Making and Enforcement

Section 1. Authority and Enforcement. 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 the Property and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Members, Owners and occupants. 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 Member, Owner and occupant shall comply with the Declaration, Bylaws 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, Bylaws or rules and regulations.

Section 2. Guests.

(a) "Guest" is defined as a person using the property or recreational facilities of the Association at the invitation of a Member who does not reside within the residential boundaries of Heritage Trace subdivision. Residents of Heritage Trace subdivision are not eligible to be guests more than one (1) time per year.

(b) The Board of Directors shall determine rules and regulations as to the number of guests allowed, the frequency of visits by guests to Association facilities, the fees charged for such guests and any other issues concerning guests and the use thereby of the Association facilities.

Section 3. Suspension. Any Member, member of the family of a Member or Member's tenant or guest may be suspended and denied use of the Association's facilities for acts and conduct prejudicial to the best interest of the Association and its Members. Suspension for such reasons shall not exceed fifteen (15) days and shall not be the cause of abatement or proration of dues, fees or assessments. In addition, the right to use the facilities may be suspended for nonpayment of assessments as provided in Paragraph 5(c) of the Declaration. Suspension shall be effective upon giving of the notice or such later date as may be specified in the notice. The Board of Directors is authorized to determine suspensions.

Section 4. Suspension Procedure. The Board shall not suspend any rights to use the Common Property or recreational facilities unless and until notice of the suspension and violation is given as provided in subsection 5(a) below. Any such suspension 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 suspension under subsection 5(b) below.

Section 5. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until notice of the violation is given as provided in subsection 5(a) below. Any 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 5(b) below.

(a) Notice. Written notice shall be sent or delivered to the violator, stating: (i) the nature of the violation and the fine imposed; (ii) that the violator may request a hearing before the Board regarding the fine, which must be received in writing by the Board within ten (10) days of the date of the notice; and, (iii) the name, address, and telephone number of a person to contact to challenge the proposed action. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a hearing is timely requested, it shall be held before the Board in executive session giving the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Section 6. Additional Enforcement Rights. The Association also may enforce the Declaration, the Bylaws, or the rules and regulations by self-help 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 5 of this Article. In any such action, to the maximum extent permissible, the Member, Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article VI
Dues and Assessments

Section 1. General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Permanent Member Lot is hereby allocated equal liability as all other Permanent Member Lots for Common Expenses and User Fees for each Member who elects to use the recreational facilities shall be equal among classes of individuals, couples and families, none of which must be equal with that of Voluntary or Non-Residential Members.

Section 2. Permanent Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual base assessments (dues) or charges; (ii) User Fees (subject to annual election as provided in subsection (4)(a)(ii) below); (iii) special assessments, such assessments to be established and collected as hereinafter provided; and (iv) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Permanent Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

Section 3. Delinquent Assessments. All assessments and related charges not paid on or before the due date established by the Board shall be delinquent, and the Member shall be in default.

(a) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act (or the highest rate otherwise permitted under Georgia law for Voluntary and Non-Residential Members) shall accrue from the due date.

(b) For Owners who are Permanent Members in the Association, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

(c) For Recreation Members in the Association, if User Fees remain unpaid more than thirty (30) days from the due date, the Association may revoke the Recreation Member's right to use the recreational facilities.

(d) For Voluntary Members, and Non-Residential Members, if User Fees, assessments or other charges, or any part thereof, remain unpaid more than thirty (30) days, the Association may revoke such Member's membership in the Association upon ten (10) days written notice.

(e) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

Section 4. Maximum Assessments; Computation of Operating Budget and Assessment.

(a) Permanent Member Assessment and User Fee. The annual Base Assessment and User Fee shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year.

(i) Base Assessment. This budget shall include a Base Assessment which must be paid by all Permanent Members for expenses including, but not be limited to, expenses for administration, insurance, property taxes, equipment replacement and repair, general maintenance, landscape maintenance, utilities and a reserve or capital contribution.

(ii) User Fee. The budget shall also include a User Fee which may be elected annually by any Permanent Member who shall become a Recreation Member upon payment. The User Fee shall be for operation of the swimming pool and tennis courts and a reserve or capital contribution related to maintenance, repair, improvement and operation of the swimming pool and tennis courts.

The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual assessment. The Base Assessment and User Fee shall be determined from the budget prepared by the Board. The budget may reflect anticipated income to be received from Voluntary and Non-Residential Members.

For Permanent Members, the maximum Base Assessment for the first year after the recording of this Declaration shall not exceed \$110.00 and the maximum User Fee shall not exceed \$75.00 for individuals, \$120.00 for couples and \$185.00 for families. The Base Assessment and User Fees shall not increase by more than ten (10%) percent per year above the previous year's annual assessment without the approval of a majority of the eligible Permanent Members who are voting in person or by proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Permanent Member transfers a Lot to another Permanent Member, there shall be no refund of the annual assessment and the purchaser and seller may allocate the annual assessment among themselves in a manner which they shall determine. If a Recreation Member transfers a Lot to another Recreation Member, the purchaser and seller may allocate the annual assessment among themselves in a manner which they shall determine. If a Recreation Member transfers a Lot to a Permanent Member who is not a Recreation Member, the User Fee shall not be refunded.

If the Board proposes a budget with an annual assessment more than ten (10%) percent greater than the previous year's assessment, and the Membership

disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

The Board of Directors shall not spend ten percent (10%) more than the budget without approval of a majority of the eligible Members present in person or by proxy at a duly called meeting.

(b) Voluntary and Non-Residential Member Assessment. The Board shall establish the annual assessment chargeable to Voluntary and, if any, Non-Residential Members, which shall contribute to the Common Expenses of the Association. The Board shall cause the notice of the assessments to be levied against each Voluntary and Non-Residential Member for the following year to be delivered to each Voluntary and Non-Residential Member as provided in subsection (4) (a) above. The Voluntary and Non-Residential Member annual assessments shall be determined by the Board of Directors each year; provided, however, the Voluntary and Non-Residential Member Assessment shall be at least one hundred and fifty (150%) percent of the Base Assessment plus User Fee charged to Recreation Members. Each Voluntary and Non-Residential Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Member or such Member's guests or invitees.

Section 5. Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require a non-refundable initiation fee in order to become a Permanent Member, not to exceed \$1,500.00; provided, however, the successor-in-title to a Lot owned by an Owner who has executed this Declaration, as evidenced by their consent attached hereto, but is not a Permanent Member of the Association shall not be obligated to pay the initiation fee and such Owners who convert to Permanent Membership shall not be obligated to pay an initiation fee. Any initiation fees paid pursuant to the terms of this paragraph shall be nonrefundable and nontransferable, except that if a Permanent Member leases his or her Lot, the tenant shall not be obligated to pay an initiation fee.

Section 6. Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose within the scope of the Base Assessment or User Fee as provided in subsection 5(d) (i) above against all Members if within the scope of the Base Assessment or against Recreation Members if within the scope of the User Fee, notice of which shall be sent to all Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

Special assessments chargeable to Voluntary and Non-Residential Members shall be set by the Board of Directors. Alternatively, in the Board of Director's discretion, Non-Residential Members may be excluded from special assessments for items which do not involve the recreational facilities on the Property, and such Members shall not participate in the vote for such special assessments.

Section 7. Capital Budget and Reserve Contribution. As part of the annual budget and the Base Assessment and User Fee, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

Section 8. Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Permanent Member Lot, or a lender considering a loan to be secured by a Permanent Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth

the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Permanent Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

Section 9. Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

Article VII Miscellaneous

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

(a) If to a Member, at the address which the Member 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 Member;

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

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

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

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

Section 5. Fiscal Year. The fiscal year of the Association shall begin on April 1st and end on March 31st.

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

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of

Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Permanent Member covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. These Bylaws may be amended by the affirmative vote, written consent, or any combination thereof of the Permanent Members holding two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment.

Section 9. Books and Records. To the extent provided in O.C.G.A. § 14-3-1602, all Association Members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

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