

AMENDED AND RESTATED BYLAWS OF OAKRIDGE MOUNTAIN  
COMMUNITY ASSOCIATION, INC.

These Amended and Restated Bylaws of Oakridge Mountain Community Association (collectively “Bylaws”) are made and adopted pursuant to a vote of the Members taken on July 26, 2008. These Bylaws are meant to supplement the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community, and in the event of a conflict, the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community will take precedent.

ARTICLE I

DEFINITIONS

- 1.1 Definitions. Except to the extend expressly stated otherwise herein, terms that are defined in the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community shall be given the same meaning for purposes of these Bylaws.
- 1.2 Quorum. A “Quorum” at any meeting of Members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled and eligible to cast twenty percent (20%) of the votes of the Members of the Association.
- 1.3 Members. The “Members” of the Association shall be those who, by acceptance of a deed or by entering into a contract for the purchase of a Lot, own one or more Lots located in Oakridge Mountain Community.
- 1.4 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the masculine shall be construed to me the feminine when applicable, and the necessary grammatical changes required to make the provision hereof apply to men or women shall in all cases be assumed as though in such case fully expressed.

ARTICLE II

MEETINGS

- 2.01 Annual Meeting of Members. The regular annual meeting of the Members shall be held each year within the first four months of the year, and no later than April 30 each year. The Members shall at such annual meeting elect a Board of Directors for the ensuing year, in the manner provided in Article 3.03 hereof, and shall have

authority to transact any and all business which may be brought before such meeting. The Members shall also review and approve an annual budget for the following year.

2.02 Special Meetings of Members. Special meetings of Members shall be held, at such place within the State of Georgia, as shall be designated in the call of the meeting. Special meetings may be called by the President of the Association at any time, and must be called by the President when so requested in writing by any two Directors, or by thirty percent (30%) of the Members of the Association.

2.03 Notice of Meetings. Written notice of the place, date and time of every annual or special meeting of Members shall be mailed to each Member not less than thirty (30) days or more than sixty (60) days before such meeting. Each Member shall register his address with the Association, and notices of meetings shall be mailed to the Member at such address. If for a special meeting, such notice shall state the subject or subjects of the meeting. It shall not be necessary that notice of any annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of directors to be elected at such annual meeting and contain a copy of the proposed annual budget for the following year.

2.04 Voting. A majority of the votes entitled to be cast by all Members present at a meeting at which a Quorum is present shall be necessary and sufficient to decide and act upon any question, which shall come before the meeting. No business shall be transacted at any meeting unless a Quorum is present.

If a Lot is owned by more than one person and only one of those persons is present at a meeting of the Members, that person shall be entitled to cast the vote of such Lot; however, if more than one of those persons is present, such vote shall be cast only in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote of such Member without protest being made forthwith by any of the others present at such meeting to the person presiding over the meeting. If such persons are unable to reach unanimous agreement as to how the vote of such Member shall be cast, no vote shall be cast by such persons. Should one or more individuals own more than one Lot, such individuals shall have one (1) vote for each lot owned.

A Member for which any Dues and Special Assessment remains delinquent shall not be eligible or called to vote.

2.05 Proxies. The vote of any Member may (and shall, in the case of any Member not a natural person or persons, i.e corporation, L.L.C., etc.) be cast pursuant to a proxy duly executed by or on behalf of the Member, or in cases where the Member consists of more than one person, by or on behalf of all such persons and an original copy must be provided to a Director prior to any applicable vote. No such proxy shall be revocable except by written notice delivered to the Association by the

Member or by any of such persons executing the proxy. Any proxy shall be void if it is not dated and signed, or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy shall be automatically revoked by the transfer of title to the Lot to which it relates.

### ARTICLE III

#### MANAGEMENT AND DIRECTORS

- 3.01 Management. The business and affairs of the Association shall be managed by the Board of Directors and such other persons as may be designated from time to time by the Directors. The Directors may appoint members to serve on committees, and to serve other functions as they deem appropriate. The management of the Association shall be vested in the Board of Directors, which shall have and shall exercise all of the powers and duties which the Association is authorized and required to exercise and perform.
- 3.02 Number and Qualifications of Directors. The Board of Directors shall be made up of five (5) individuals who shall also be Members of the Association. Directors shall be natural persons who have attained the age of eighteen (18) years.
- 3.03 Election and Term of Office of Directors. The Board of Directors shall consist of those persons duly elected by the Members to serve as officers of the Oakridge Mountain Community Association. These five officer positions shall consist of President, Vice-president, Secretary, Treasurer, and Member at large as outlined in Article III of these Bylaws. Officers are elected to serve for a one year term, but can be re-elected at the annual meeting by a majority vote of Members present.
- 3.04 Special Meeting of Directors. Special meetings of the Board of Directors shall be held at such place within the State of Georgia as shall be designated in the call of such meetings. Special meetings of the Board of Directors may be called by the President at any time, in his discretion, and must be called by the President whenever so requested in writing by any two members of the Board of Directors.
- 3.05 Notices of Meetings. Notices of special meetings of the Board of Directors shall be given by the President or the Secretary to each member of the Board not less than twenty-four hours before the time at which such meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board of Directors to state the purposes of objects of the meetings. The Directors may waive notice of any meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

3.06 Removal of Directors. Any Director may be removed, with or without cause, by a majority of the votes entitled to be cast by those Members who are present in person or by proxy and voting at a special meeting called for this purpose and at which a Quorum is present.

3.07 Compensation of Directors. No Director shall receive compensation for any service he may render to the Association as a Director; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director, upon approval by the Board of Directors.

3.08 Vacancy in the Board of Directors. Upon the disqualification, resignation, death or removal of a Director, the remaining Directors shall appoint a member to serve the remaining term of the vacancy.

3.09 Election of Officers. The Officers of the Association shall be elected by a majority vote of those members present at each annual meeting. The officers shall consist of President, Vice-President, Secretary, Treasurer, and Member at large. These five persons shall make up the Board of Directors for the Association as outlined in Article III of this document.

3.10 The President. The President shall be the chief executive officer of the Association and, subject to the direction and control of the Board of Directors, shall have general and active supervision and charge of all activities of the Association.

3.11 The Vice-President. The Vice-President shall serve as President if the current president is unable for any reason to fulfill his duties during his term. He shall also serve as a voting member of the Board of Directors and as Chairman of the Architectural Design Review Committee.

3.12 The Secretary. The Secretary shall keep minutes of all meetings of the Members and Directors, shall have charge of the Register of Members, and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or by the Board of Directors.

3.13 The Treasurer. The Treasurer shall be charged with the management of the finances of the Association; shall have the custody and care of all funds of the Association; and shall keep, or cause to be kept, full and accurate books of account and records of all fiscal and financial transactions of the Association.

3.14 Member at Large. The Member at Large shall serve as a voting member of the Board of Directors. He shall also be the Special Projects Manager, overseeing any major projects that occur during his term of service.

3.15 Liability and Indemnification of Officers and Directors. The Association shall indemnify every Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such 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 the Director, whether or not such person is a Director at the time expenses are incurred. The Directors shall not be liable for any mistake of judgment, negligent, or otherwise, or for injury or damage caused by any such Director in the performance of his or her duties, except for his or her own individual misfeasance or malfeasance. The Directors shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association (except to the extent that such Director may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 Director, or former Director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, Director's liability insurance to fund this obligation.

3.16 Agreements, Contracts, Deeds, Leases, etc. All agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association shall be executed by at least two Directors or by such other person or persons as may be designated by Board of Directors resolution.

#### ARTICLE IV

##### SEAL

4.01 Corporate Seal. The corporate seal of the Association shall have inscribed thereon the name of the Association and the words "Corporate Seal" and shall otherwise be in the form adopted by the Board of Directors.

#### ARTICLE V

##### MISCELLANEOUS

5.01 Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be open for inspection by any member of the Association.

5.02 New Construction or Improvement Impact Fee. Effective February 27, 2010. Exterior construction or improvements upon any Lot outside of the existing roof line of a dwelling shall be subject to an impact fee payable by the owner of such Lot ("Impact Fee"). The Impact Fee shall be assessed at 50 cents per square foot of the construction or improvement and shall be payable to the Association at the time of submission of the construction plans for approval by the Association (refer to section 12 of the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community). Normal maintenance to items such as driveways, exterior walls and roofs are not subject to the Impact Fee. The Impact Fee shall be used by the Association for the purpose of

maintaining roads and water system within the subdivision, and for other purposes, which may from time to time be authorized by the Board of Directors of the Association.

In addition to the Impact Fee, the owner shall provide to the Association a damage deposit (“Damage Deposit”) in the amount of \$1,500. This Damage Deposit will be refunded to the owner in the case that all conditions of the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community and the Amended and Restated Bylaws of Oakridge Mountain Community are met upon completion of the approved construction.

The Impact Fee shall be considered Dues and Assessments as defined by Section 11 of the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community.

5.03 Water System Access Fee. Effective July 26, 2008, each Lot with new construction requesting use of water from the community water system shall be subject to a access fee (“Water System Access Fee”) of \$750 payable to the Association in advance of hook up to the community water system and, upon transfer of ownership of a Lot the new Member, if requesting use of water from the community water system, subject to a access fee (“Water System Access Fee”) of \$375 payable to the Association. The Water System Access Fee shall be considered Dues and Assessments as defined by Section 11 of the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community.

Costs associated with the actual connection to the community water system and water filters, etc. are the responsibility of the Member.

5.04 Oakridge Mountain Community Design and Architectural Specification. In accordance with Section 12 of Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community, Attachment A, “*Oakridge Mountain Community Design and Architectural Specifications*”, is hereby adopted as the standards appropriate for the subdivision. Attachment A shall not be considered as all inclusive and may be amended by a majority of the votes entitled to be cast by all Members at a meeting at which a Quorum is present.

5.05 Water System Maintenance Fee – Rental Dwellings with Hot Tub. Effective March 3, 2007, any dwelling that is available for rental and has a “Hot Tub” on its premises is subject to an additional maintenance fee (monthly, quarterly or annually) over and above the normal established water system maintenance fee, to be set by the Board of Directors. The initial additional water maintenance fee established at the Annual Meeting of Members held on March 3, 2007 is \$20.00 per month. A “Hot Tub” is defined as a large tub of water (usually hot) in which bathers soak and usually socialize. The purpose of such additional fee is to cover maintenance costs associated with the use of additional water for the Hot Tub.

5.06 Maximum Occupancy of Dwellings. The maximum number of persons, all of which are related by blood, marriage or adoption, who may occupy a dwelling is two (2) per “Bedroom”. The maximum number of persons unrelated by blood, marriage or adoption who may occupy a dwelling is four (4). A “Bedroom” means any habitable room which is regularly used for sleeping purposes other than (i) a room used for eating, dining or cooking or (ii) an accessory room or space such as a foyer, hall, pantry, closet, laundry room, utility room, or bathroom. Exceptions to the maximum occupancy may be brought, in advance, to the Board of Directors for approval.

5.07 Pets. Pets shall not create a nuisance in the subdivision. A nuisance shall be considered to be excessive barking, chasing cars, chasing people, trespassing on other Member Lots. This list is not all inclusive.

5.08 Bylaw Violations. Enforcement procedures for violations of the Bylaws are set forth in the Attachment B: “*Oakridge Home Owners Association Covenant, Bylaw and Architectural Design Violation Policy* “. Attachment B may be amended by a majority of the votes entitled to be cast by all Members at a meeting at which a Quorum is present.

5.09 Easements for the purpose of expansion. No Member shall create any easements on their Lot for the purpose of allowing for further expansion of the Oak Ridge Mountain Community.

#### ARTICLE IV

#### AMENDMENTS

6.01 Amendments of Bylaws. The Board of Directors shall not have the power to alter, amend or repeal any of the Bylaws or to adopt new Bylaws except by two-thirds (2/3) vote of the membership present and qualified to vote at a meeting properly held pursuant to these bylaws.

6.02 Proviso. No amendment to these Bylaws that is in conflict with the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community shall be adopted.

**ATTACHMENT A**  
**OAKRIDGE MOUNTAIN COMMUNITY**  
**DESIGN AND ARCHITECTURAL SPECIFICATIONS**

1. Lot survey with proposed location of building(s), driveways and septic system. List all dimensions.
2. Construction schedule time period not to exceed twelve (12) months.
3. Construction permits must be obtained and posted on the applicable Lot prior to breaking ground for construction.
4. Blue print of floor plan and all four elevations. No dwelling shall have less than 1500 square feet, with at least 1,000 square feet on the ground floor, of finished, heated living space, exclusive of porches, carports, garages, patios, etc., and shall be built on a permanent foundation (refer to the Declaration of Covenants, Conditions and Restrictions for Oakridge Mountain Community for further guidance).
5. No contemporary, octagon or similar structures (design committee defines similar structures).
6. No mass removal of trees or topplings of trees are allowed unless such is necessary for construction, or to prevent a hazard. Furthermore, no large trees shall be removed from the property except in connection with the reasonable requirements of construction or landscaping, or where such trees are dead, damaged or present a hazard.
7. List of Materials:
  - a. Finished siding material must be wood product (log, bevel, channel rustic, etc.
  - b. Roofing material; wood shakes, fiberglass architect, metal (color subject to approval).
  - c. Stain: Semi-transparent or solid. Paint on exterior subject to approval.
  - d. Finished foundation material: Rock. Walls not exposed to neighbors can be stained stucco.
  - e. Finished Chimney material: Rock or siding matched to house.
  - f. Retaining walls: Concrete finished with rock (stained stucco if not exposed to neighbors), railroad ties.
  - g. Driveways: Gravel, blacktop or concrete
8. Fuel tanks must be underground or covered from view with lattice, etc.
9. Disturbed soil at start of construction must be covered with pine straw or bark for wash control.

10. Detached structures must have design committee approval. Includes gazebos, archways, decorative displays, garage, etc.
11. Job sites must be kept in a neat and orderly manner daily. Removal of cans, bottles, paper, trash, etc.
12. All fences and gates must be approved by the design committee.
13. Numbered house sign and other permanent signs must be approved by design committee. For sale and /or for rent shall not be considered permanent signs; however such signs must be in compliance with state and local regulations / ordinances. Furthermore, for sale and /or for rent must not be larger than 12 inches by 24 inches and must be aesthetically pleasing as determined solely by the Board of Directors. Unless otherwise approved in advance by the Board of Directors, only one “for sale or for rent” sign will be allowed per Lot and such sign must be posted in the ground. Signs not within these requirements will be removed and returned to the responsible Member.
14. Violations by builder / homeowner subject to fine as defined by Article 5.08 and Attachment B.

**Attachment B**  
**Oakridge Home Owners Association**  
**Covenant, Bylaw and Architectural Design Violation Policy**

The following policy is in accordance with the Declaration of Covenants, Conditions and Restrictions for OakRidge Mountain Community (“Covenants”) and this policy supplements such Covenants.

Property values are maintained and elevated when neighborhoods comply with the rules and regulations set by the Association members and the Board. This preserves the aesthetic value of our neighborhood, as well as maintaining a healthy and abundant living environment. We hope that all will recognize the good intentions and comply without due process.

If you are in violation of any covenant, bylaw or architectural design, you will receive a courtesy notice of violation in the mail. If you correct the violation within the time noted in your Notice of Violation letter, the issue will be considered resolved.

If you fail to correct the violation within the time allowed, you will receive a final Notice of Violation letter setting forth in reasonable detail the nature of such violation and the specific action or actions needed to be taken to remedy such violation. If you fail to take reasonable steps to remedy such violation within thirty (30) days after the date of mailing of the final Notice of Violation letter, then you will receive a notice of a fine. The schedule of fines is as follows:

First violation:	\$100
Second similar violation:	\$250
Third similar violation:	\$500
Fourth and subsequent similar violation:	\$1,000

If you dispute the violation and / or fine, you will have fourteen (14) days from the mailing of the final Notice of Violation letter to request a hearing. If you fail to do so, your right to dispute the fine will be deemed waived and the fine final. If you request a hearing, the violation and fine will be determined at a hearing of the Board, and the Board’s decision shall be final. Unpaid fines will be sent to an attorney for collection and / or may result in a lien against your Lot. . Said collection will also result in attorney fees and costs being charged to you. To request a hearing, contact the President of the homeowners association.

Nothing herein shall be deemed to affect or limit the right of the Association to enforce the Right of Abatement as outlined in Article 13 of the Covenants or to assess you with additional fees and expenses associated with enforcing the Right of Abatement.

The Right of Abatement means the right of the Association, through its agents, to enter at all reasonable times upon any Lot or structure thereon, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions.

The failure of the Board to enforce any provision of the Covenants or Bylaws, and other such related rules and policies shall not be deemed a waiver of the right of the Board to do so thereafter.