

**AMENDED AND RESTATED BYLAWS
OF
HEDGEROW HOMEOWNERS ASSOCIATION, INC**

On November 14, 2006 a meeting was held for the purpose of voting to approve the Amended and Restated By-Laws of the Hedgerow Homeowners Association, Inc. (herein referred to as the Bylaws) Approval of the amendment required a two thirds (2/3) affirmative vote of the eligible members either in person, by Proxy or through ballot delivered prior to the close of the November, 14 meeting.

The Vote was reviewed by the board and certified by the Secretary of the Association on Friday, November 17, 2006.

The vote was taken and the Bylaws of the Hedgerow Homeowners Association passed with a 75% majority of votes cast.

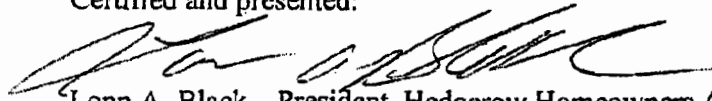
The Bylaws of the Hedgerow Homeowners are now fully in effect and as such apply to all homes in the Hedgerow Community.

The complete text of the Bylaws is posted on the Hedgerow Homeowners Association's Website at:

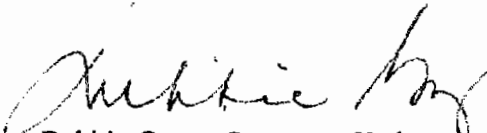
<http://www.hedgerowhoa.org>

You may also request a paper copy of the bylaws from any Board Member.

Certified and presented:



Lon A. Black – President, Hedgerow Homeowners Association, Inc.



Debbie Gray – Secretary, Hedgerow Homeowners Association, Inc.

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**AMENDED AND RESTATED BYLAWS
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**Article I.
General**

Section 1. Name. The name of the corporation is Hedgerow Homeowners Association, Inc. ("Association"). The prior Bylaws for the Association are deleted in their entirety and replaced by these Bylaws. The Corporate Seal shall be circular in form and shall have inscribed thereon in the outer circle the words, "Hedgerow Homeowner's Association, Inc." and in the inner circle the words "Corporate Seal 1985". The principal office of the Corporation shall be in Cobb County, Georgia.

Section 2. Applicability. These Amended and Restated Bylaws provide for the self-government of Hedgerow Homeowners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State, the Declaration of Covenants, Conditions, and Restrictions and Easements for Hedgerow, Units I through Unit VII ("Original Declarations"), and the Restatement and Amendment of those Declarations of Covenants, Conditions, and Easements and Restrictions for Hedgerow ("Amended and Restated Declarations"), all recorded in the Cobb County, Georgia, land records.

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified herein. In addition, certain terms used in these Bylaws shall be defined as follows:

(a) "Full Active Member" shall mean all Permanent and Charter Members who have paid their annual association dues.

(b) "Original Declarations" shall mean Declaration of Covenants, Conditions, and Restrictions and Easements for Hedgerow, Units I through Unit VII, as recorded in the Cobb County, Georgia, land records in the following Deed Books:

<u>Deed Book</u>	<u>Page Number</u>
2414	445
2522	409
2606	93
2700	23
2886	391
2969	147
3396	439
3400	211

(c) "Amended and Restated Declarations" shall mean Restatement and Amendment of those Declarations of Covenants, Conditions, and Easements and Restrictions for Hedgerow recorded in the Cobb County, Georgia, land records in Deed Book 13582, Page 3771.

(d) "Declarations" shall mean both the Original Declarations and the Amended and Restated Declaration.

(e) "Lot" refers to any portion of the Property intended for individual ownership and use together with all improvements erected thereon, and such Lots as shown on the Plats or any revisions thereof.

(f) "Member" shall mean any Full Active Association Member as defined herein.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Hedgerow community, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. Membership. As may be more fully provided below, a spouse of a Full Active 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 does not include Persons who hold an interest merely as security for the performance of the obligation, and the giving of a security interest shall not terminate the membership. Permanent membership shall be appurtenant to the member Lot and shall be transferred automatically by conveyance of that member Lot and may be transferred only in connection with the transfer of title.

(a) Membership and User Categories and Rights.

There shall be two levels of membership in the Association.

1) Full Active Charter Member: Full Active Charter Members are Lot Owners in the Hedgerow community who are subject to the Original Declarations and who have paid membership dues or assessments for the year.

2) Full Active Permanent Members: Full Active Permanent Members are Lot Owners who are subject to the Amended and Restated Declarations and who have paid the mandatory annual assessment for the year.

Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to the Original Declarations, and who has paid the Membership dues and assessments for a given year, or whose lot is submitted to the Amended and Restated Declarations by execution of a consent form recorded in the Cobb County, Georgia land records, shall be either a Charter or Permanent Member of the Association. Permanent or Charter

Membership shall be appurtenant to and may not be separated from ownership of any such member Lot. Permanent Members and Charter Members who have paid dues shall be collectively referred to as "Full Active Members".

Charter Members and Permanent Members shall be entitled to use all of the Association Recreational Facilities including, but not limited to, the swimming pool, tennis courts, and related facilities, subject to the Bylaws, the applicable Declaration for that Lot, and the rules and regulations of the Association. Full Active Charter and Permanent Members shall be entitled to one (1) equal vote for each member Lot owned. Such vote may be exercised in accordance with the Bylaws. Full Active Charter and Permanent Members shall be assessed in equally in accordance with the budget set by the Board of Directors per the provisions of the Amended and Restated Declaration. Both Full Active Charter and Permanent Members shall be allowed to hold positions of the Board.

Section 5. Entity Members. In the event a Member is a corporation, 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, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the member, which will create vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Full Active Member as defined in Section 4, shall vote as one (1) class and shall be entitled to one equally weighted vote on all matters brought before the Association. Votes 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 such member Lot, the vote for such member 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 member Lot. If only one (1) co-owner attempts to cast the vote for a member Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such member 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 Person shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Person is shown on the books or management account of the Association to be more than (30) days delinquent in any payment due the Association or if the Person is in violation of the Original Declarations, the Amended and Restated Declaration, the Bylaws or has had his or her voting rights suspended for the infraction of any provision thereof. Such persons shall also not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 7. Majority.

- a) Majority: As used in these Bylaws, the term "Majority" shall mean those

votes, members, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, members, or other group, respectively.

b) **Majority Vote:** Unless otherwise specifically stated, the words “Majority Vote” mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in any of the Declarations or these Bylaws, all official action of the Association shall be by Majority Vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Common Property (as defined in the Declarations), establishing the means and method of collection the contributions to the Common Expenses, arranging for the management of the Common Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Georgia Nonprofit Corporation Code and any of the Declarations. Except as to those matters which any of the Declarations, 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. The control of the Corporation shall lie exclusively with the members, and through them, shall be vested in the Board of Directors of the Corporation. The Corporation shall not be controlled by or under common control of any other corporation, association or other organization.

Section 9. Electronic Documents and Signatures.

(a) Documents. When authorized by the Board, any document, record or instrument required under the Declarations or these Bylaws to be “written” or “in writing” shall be 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 e-mail, web pages, electronic documents, facsimile transmissions, or similar electronic transmissions. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

(b) Signatures. Whenever these Bylaws require a signature on a document, record or instrument, 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.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or Electronic Document that, in the Board’s sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Association member or any other Person for accepting

or acting in reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes to not 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 actually incurred and expenses incurred as a result of such acts.

Section 10. Budget. The Association shall be financially supported by annual due/assessments and other user fees established on an annual basis by the Board of Directors pursuant to Article VI of the Amended and Restated Declaration. The annual dues to be charged to Charter Members each year shall be equal to the annual assessment established and imposed by the Board of Directors each year for the Permanent Members.

Section 11. Initiation Fee. An initiation fee of \$2,000 shall be assessed against any Charter Member who has not paid dues for more than 12 months and wishes to become a Full Active Member of the Association. If the Lot owner chooses to consent to the Amended and Restated Declarations, the initiation fee will be waived.

Article II. **Meetings of Members.**

Section 1. Annual Meetings The regular annual Meeting of the Association shall be held during October of each year at such time and place as the Board may designate for the elections of Directors, and for the transaction of any other business which properly may be brought before the Members for action. All Full Active Members shall be notified at least ten (10) days before the date of the meeting.

Section 2. Special Meetings. Special meetings of the Association shall be called by the President or the Secretary acting on behalf of the Board, or by request of any two (2) or more Board Members, or upon written demand of 25% of the active members, not in arrears, filed with the Secretary. This demand must describe the purpose of purposes for which the meeting is to be held. Notice of the special meeting must be given by the Board to the Full Active Members within 30 days after the date that a valid, petition requesting such a meeting has been delivered to the Secretary. Only those matters that are within the purpose of purposes described in the Board's notice of the meeting may be conducted at a special meeting of members.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to deliver to each Full Active Member a notice of each annual or special meeting of the Association at least ten (10) days prior to the meeting. The notice shall state the purpose of any special meeting.

The notice of an annual meeting or special meeting shall include: (1) The time and place of the meeting; (2) a sample ballot with the exact wording of any vote to be taken at the annual meeting or other meeting called; (3) a proxy form. In addition to the items listed above, the notice of the

annual meeting to the homeowners must contain the following: (1) itemized expenses from the previous year and a line item budget for the upcoming year; (2) the proposed annual assessment amount for Full Active Permanent Members and (4) the names of all Members nominated to the Board as of the date of the notice.

If any member wishes notice to be given at an address other than his or her address within the Hedgerow community, the Member shall designate such other address by written notice to the Secretary. The delivery of a meeting notice as provided in this Section shall be properly served if sent via: personal delivery to the addressee, or by United States mail, first class, postage prepaid; by electronic mail; or by facsimile.

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 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 for such meeting unless objection to lack of notice is raised before the beginning of the meeting.

Section 5. Quorum. At any meeting of the members, the presence of twenty percent (20%) of the Full Active Members in person or by proxy shall constitute a quorum for the transaction of business. The minutes of each meeting shall contain a list of members present. Should a quorum not be present at a meeting, a written consent or written ballot may be distributed to the Members thereafter regarding items authorized for a vote by the membership. 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.

Section 6. Adjournment. Any meeting of the members may be adjourned for periods not exceeding ten (10) days by vote of the Active 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 Full Active Member entitled to vote may do so by written proxy duly executed by the 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, facsimile transmission, email, or other electronic means to any Board member or the property manager. 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. Members whose voting rights have been suspended hereunder may not act as proxy for another member.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that

may be taken by the Association 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 member entitled to vote on the matter.

(a) Ballot. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such 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: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than the election of Directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. The Association shall maintain such ballots in its file for at least three (3) years.

A timely written ballot received by the Association may not be revoked. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

(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 members is approved by written consent hereunder, the Board shall issue written notice of such approval to all Full Active 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 Any of the Declarations or Bylaws 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 any of the Declarations, 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 seven (7) persons. The directors shall be Full Active Members provided, however, no such 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 Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected as provided herein. At the first annual membership meeting following the Effective Date, the terms of successor Directors shall be staggered on a one- and two-year basis. Each of the four nominees receiving the highest number of votes shall be elected for a two-year term. Each of the three nominees receiving the next highest number of votes shall be elected for a one-year term. At the expiration of the term of office of each member of the Board of Directors a successor shall be elected to serve for a term of two years, commencing on the date of the election and expiring at the second annual membership meeting after such election. A member of the Board shall hold office until his or her respective successor is elected, he or she is removed, or he or she resigns. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns.

Directors shall be elected by the vote of Full Active Members present or represented by proxy, at the annual or special meeting of the membership of the Association, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled.

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 Full Active 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 thirty (30) days past due in the payment of any assessment shall be removed. 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 membership, shall be filled by a vote of the Majority of the remaining Directors 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 not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the Active Association Members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

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 who 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 by a Nominating Committee, which shall be appointed by the Board of Directors and shall consist of at least one (1) member of the Board of Directors and at least two (2) other members of the Association who are not Board members, one (1) Full Active Permanent Member and one (1) Full Active Charter Member. The members of the Nominating Committee shall be appointed at least thirty (30) days prior to the annual meeting to serve a term of one (1) year, or until otherwise removed or replaced by the Board. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting or election. The Board must publish the names proposed by the nominating committee or any other names proposed by the general membership in the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting, or, if elections are conducted by ballot or electronically in lieu of a meeting, by the method and date proscribed by the Board. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

Section 8. Elections. All Association 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 the 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, by e-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. Directors may not use proxies for director meetings.

Section 5. Open Meetings. All meetings of the Board shall be open to all Active Association Members. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personal financial matters of individual homeowners. The nature of any and all business to be considered in executive session shall first be announced in open session.

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 Original Declaration, the Amended and Restated Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members.

Pursuant to the terms of the all the Declarations and these Bylaws, the Full Active Members have the exclusive authority to do the following, by way of explanation and not limitation:

(a) Disapprove the annual budget in accordance with the provisions of the Amended and Restated Declaration.

(b) Approve of any Special Assessment in accordance with the provisions of the Amended and Restated Declaration.

(c) Repeal any rule or regulation by the affirmative vote or written consent of a Majority of the total Full Active Members at an annual or special meeting of the membership.

(d) Remove any one or more Board members and elect a successor(s) to fill such vacancy(ies) by a Majority of the Full Active Members eligible to vote.

(e) Amend these Bylaws by written consent of the Full Active Members of the Association holding two-thirds (2/3) of the total eligible vote of the Association.

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:

(f) preparation and adoption of annual budgets, in which there shall be established the contribution of each member to the Common Expenses, in accordance with the provisions of the Amended and Restated Declaration.

(i) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment in accordance with the provisions of the Amended and Restated Declaration.

(j) providing for the operation, care, upkeep, and maintenance of all of the Common Property;

(k) 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;

(l) collecting the assessments, 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;

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

(n) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(o) 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 all the Declarations and these Bylaws, after damage or destruction by fire or other casualty;

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

(q) obtaining and carrying insurance against casualties and liabilities, as provided in all the Declarations, and paying the premium cost thereof;

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

(s) 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

(t) 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.

(u) requiring companies and individuals providing contract services for a fee to provide the Association a certificate of insurance. The certificate must include Commercial General Liability, Commercial Automobile Liability (including hired and non-owned liability) and Workers' Compensation coverage. Landscaping and other contractors that provide services on a regular basis must always provide such certificates.

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 and Spending. The Board shall be authorized to borrow money for any Association purpose; provided, however, the Board shall obtain Full Active Membership approval by a two-thirds (2/3) vote of all Full Active Members of the Association.

The Board shall be authorized to spend the Association's funds in accordance with the operating budget for each fiscal year and to make revisions (increase or decrease) budget line items as needed as long as the total budget is not exceeded.

Section 4. 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, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be 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 and will be indemnified against 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 their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall be indemnified for and 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, directors or committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member 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, committee member or former officer, director or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available. The insurance shall be written as provided in the Restated Declarations.

D. Committees.

Section 1. Nominating Committee. Pursuant to Section 7 of this Article, there shall be a Nominating Committee composed of at least three (3) members appointed in the manner and to perform the functions specified in Section 7 of this Article.

Section 2. Membership Committee. The Membership Committee shall organize and conduct membership drives for the Association, contact and welcome all new residents in the Hedgerow and inform them about the Association, provide information for the publication of the Association's membership directory and keep an accurate record of the membership and of the classes of membership.

Section 3. Publications Committee. The Publications Committee shall publish the Hedgerow newsletter, as scheduled by the Board, but no less than four (4) times each year. The Publications Committee shall also assist the Membership Committee with publication of the Hedgerow membership directory.

Section 4. Budget and Finance Committee. The Budget and Finance Committee shall assist the Treasurer with preparation of the budget. The Treasurer shall be Chairman of this Committee and the committee shall also include the President, Recreation Committee Chairman and two (2) members in good standing who are not members of the Board.