

HIGH COUNTRY CROSSING OWNERS ASSOCIATION BYLAWS

A Nonprofit Corporation

These bylaws are the bylaws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on Feb. 18, 2008, 2008.

ARTICLE ONE

DEFINITIONS

- 1.1 "Association" shall mean and refer to High Country Crossing Owners Association.
- 1.2 "Board" shall mean and refer to the Board of Directors of the High Country Crossing Owners Association.
- 1.3 "Chairman" shall mean and refer to the Chairman of the Board of Directors.
- 1.4 "Member" shall mean and refer to an owner of a Lot or Lots located in High Country Crossing Subdivision.
- 1.5 "Subdivision" shall mean and refer to High Country Crossing Subdivision in Fannin County, Georgia

ARTICLE TWO

MEETINGS AND QUORUM

2.1 Location of Meetings. All meetings of the Members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

2.2 Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail or statutory overnight delivery, 30 days) nor more than thirty (30) days before the date of the meeting.

2.3 Roberts Rules of Order. The most current edition of Roberts Rules of Order shall be the parliamentary procedure for conducting association meetings.

ARTICLE THREE

BOARD OF DIRECTORS

3.1 Composition of the Board of Directors. The affairs of the Association shall be controlled and administered by a Board of Directors which shall be composed of seven (7) directors. Each Member shall be entitled to nominate one Director, and the nominees shall be elected by a vote of the Members and shall receive a vote of fifty-percent (50%) plus one (1). Each Director shall be appointed for a two (2) year term, may resign at any time, or may be removed, with or without cause, by a two-thirds (2/3) vote of the entire Board of Directors. The Directors shall serve without compensation. Upon expiration of the term of office of any director or upon the death, removal, resignation, or incapacity of any Director, a majority of the Members shall elect a successor. A Director shall be incapacitated if, for any reason, he or she shall be unable to carry on the duties of his or her office, and the

remaining Directors shall have declared such Director incapable of service by two-thirds (2/3) vote of the Directors voting. 2

3.2 Annual Meetings. The Directors shall meet annually during the last quarter of the calendar year at a place, time, and date that shall be fixed by the Chairman. The Directors shall hold such other meetings as may be necessary from time to time upon call of the Chairman, which call shall specify the place, time, and date of the meeting.

3.3 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Georgia Non-Profit Corporation Code.

ARTICLE FOUR

OFFICERS

4.1 In General. The Officers of the Association may consist of a President, Vice President, Secretary, and a Treasurer, each of whom shall be elected by the Board at its annual meeting. All officers shall be elected by and serve at the discretion of the Board for a term of one (1) year. No person shall hold more than one office at a given time; however, an officer may also be a Committee Chair or serve in other capacities. Each officer shall be a Member of the Association in good standing, and no officer shall be compensated for his or her service. Any officer may be removed from office, with cause, at any time, by the affirmative vote of a majority of the members of the Board.

4.2 President. The President shall be the chief executive officer of the Association and, subject to the control of the Board, shall in general, manage and supervise all of the business and affairs of the Association. The President shall preside at all meetings of the Members.

4.3 Vice-President. In the absence of the President or in the event of his or her death or inability to act, the Vice-President shall perform the duties of the President and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to them by the President or by the Board.

4.4 Secretary. The Secretary shall keep the minutes of the Members' meetings and Board meetings, see that all notices are duly given in accordance with the provisions of these Bylaws or as required, be the custodian of the Association's records, and, in general, perform duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

4.5 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds of the Association, receive and give receipts of monies due and payable to the Association, make an annual accounting to the Board, deposit all such monies in the name of the Association in such banks or other depositories as shall be selected in accordance with these Bylaws, keep (or delegate to another to keep) the membership roster and mailing list of the Association, and, in general, perform all of the duties incident to the duties as Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board.

ARTICLE FIVE

FINANCES

5.1 Sales and Transfers. Any sale or transfer of any stock, bond, security, or any other property being in the name of the Association shall be valid only if signed by the Association acting through any two officers. Any transfer signed in this manner, having affixed thereon the seal of the Association, shall in all respects bind the Association as fully and completely as if each transaction had been authorized by a specific

vote of the trustees, and any person, firm, or Association to whom a copy of this Article Five shall have been certified by the secretary shall be entitled to rely thereon until notified of its repeal. The Treasurer shall at all times maintain records evidencing the property owned by the Association and its disbursements, and present the same at the annual meeting of the Directors. The records of the Association shall always be open for inspection by any Director.

5.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by specific action of the Board. No specific expenditure or binding commitment shall be made on behalf of the Association in excess of \$500.00 without approval of the Board.

5.3 Fiscal Year. The fiscal year of the Association shall be the calendar year, beginning on the first day of January of each year and ending on the last day of December of each year. The commencement date of the fiscal year shall be subject to change by the Board for accounting reasons or other good cause in accordance with the advice and counsel of the Association.

5.4 Audit. In the event a discrepancy arises, an audit may be performed if the Board votes to do so by an independent auditor as approved by the Board. The Board shall receive a full audit report as soon as rendered by the auditor.

ARTICLE SIX

VOTING

6.1 Voting. Except as provided in Article Seven hereinbelow, each Member shall be entitled to one (1) vote per lot owned. Since a lot owner may be more than one person, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the votes pertaining to that lot. However, if more than one of those persons is present, the vote pertaining to that lot shall be cast only in accordance with their unanimous agreement. Such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that lot without protest being made immediately by any of the others to the person presiding over the meeting. The votes pertaining to any lot may, and, in the case of any lot owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the lot owner, or, in cases where the lot owner is more than one person, by or on behalf of the joint owners of the lot. No such proxy shall be revocable except by written notice delivered to the Association by the lot owner or by any joint owners of a lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice. Any vote not rendered in person, by mail or by proxy will be considered and treated as a majority vote. Any item to be voted on by the Members must receive a vote of 50% plus one (1) of all eligible votes in order to be considered a consenting vote. Any Member who has not paid his association fees or assessments for a period of more than one year shall forfeit his voting rights and be ineligible to vote until all delinquent fees and/or assessments have been paid.

6.2 Quorum. Twenty-five percent (25%) of the voting Members shall be a quorum unless a greater number is required by law.

ARTICLE SEVEN

ANNUAL ASSOCIATION FEE

The annual association fee shall initially be \$120.00 per lot, and shall be subject to change upon a vote of the Members. Said fee shall be assessed per lot; however, in the event any Member owns multiple lots that are adjoining for the purpose of a "homestead", until such time as any of the adjoining lots are sold, those unimproved lots shall be considered inactive and said Member shall only pay the annual association fee for one (1) lot and shall receive one (1) vote. Association fees shall be due on January 1st of each year, beginning on January 1, 2008 and continuing beginning March 2008 [beginning of the HCCOA]. Each Member shall pay the annual association fee(s) on or before January 1st of each calendar year payable monthly, quarterly, biannually, or annually in order to be current and eligible to vote. The association fee shall be prorated at the closing of each lot purchased.

ARTICLE EIGHT

PENALTIES AND ENFORCEMENT

Every lot owner shall comply with all lawful provisions of these Bylaws. In addition, any lot owner and all those entitled to occupy a lot shall comply with any reasonable rules or regulations adopted by the Association pursuant to the lawful provisions of these Bylaws of the Association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity. The Association shall be empowered to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the common areas and services paid for as a common expense in order to enforce such compliance; provided, however, that no such suspension shall deny any lot owner or occupants access to the lot owned or occupied.

ARTICLE NINE

AMENDMENTS AND CONFLICTS

9.1 Amendments. The members shall have the power to alter, amend, or appeal these Bylaws or adopt new bylaws, provided that the bylaws at no time shall contain any provision inconsistent with the Georgia Non-Profit Corporation Code or the Articles of Incorporation.

9.2 Conflicts. If there are conflicts or inconsistencies between the Georgia Non-Profit Corporation Code, the Articles of Incorporation, and/or these Bylaws, the Georgia Non-Profit Corporation Code, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.