

BY-LAWS
OF
QUEENS GAP PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I.
NAME, LOCATION, MEMBERSHIP, APPLICABILITY

Section 1.01 Name. The name of this Association shall be Queens Gap Property Owners' Association, Inc.(hereinafter referred to as the "Association"), a Georgia nonprofit corporation.

Section 1.02 Registered Agent. The Association shall maintain a registered agent.

Section 1.03 Applicability. These Bylaws provide for the self-government of the Association in accordance with and subject to the provisions of the Articles of Incorporation, the Georgia Nonprofit Corporation Code, and that certain Declaration of Restrictions, Limitations and Covenants Running with the Land filed of record in Deed Book 985, pages 535-563, Union County, Georgia Records, as may be amended.

Section 1.04 Definitions. unless the context otherwise requires, the terms used in these Bylaws, the Declaration and the Articles of Incorporation shall have the following meanings:

- (a) "Association" shall mean Queens Gap Property Owners' Association, Inc., and its successors.
- (b) "Board or Board of Directors" shall mean the governing body of the Association.
- (c) "Declaration" shall mean that document filed of record in Deed Book 985, pages 535-563 Union County, Georgia Records, , for the purpose of imposing covenants, conditions, easements, and restrictions on the Property.
- (d) "Development" shall mean:

The Hills at Queen's Gap Legal Description

Parcel 1:

All that tract or parcel of land lying and being in Land Lot 3, 10th District, V Section, Union County, Georgia, containing 87.347 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated May 12, 2000, recorded in Plat Book 46,

Page 15, Union County, Georgia records, which description on said plat is incorporated herein by reference hereto.

Parcel 2:

All that tract or parcel of land lying and being in Land Lots 3, 4, 320 & 321, 9th and 10th Districts, 1 Section of Union County, Georgia, containing 242.346 acres, more or less, and being more fully shown and described on a plat of survey for Bill Elliott, made by Roger L. Owneby, RLS #2763, dated 3/27/03 and recorded at Plat Book 51, Page 196, Union County, Georgia, which description on said plat is incorporated herein by reference hereto.

(e) "Lot" shall mean any portion of the development intended for individual ownership and use, being lots 1 through 136 together with all improvements erected thereon, as such Lots are shown on any site plan of the Development.

(f) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for such purpose of fee title.

(g) "Person" shall mean any individual, corporation, firm association, partnership or other legal entity. Other terms shall have their natural meanings or the meanings given in the Declaration, or the Georgia Nonprofit Corporation Code.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

Section 2.01 Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, excluding persons who hold such interest under a mortgage. If a Lot is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot; provided, however, if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. Every Member shall abide by the Declaration, including the payment of annual maintenance fees.

Section 2.02 Voting Rights. The Association shall have one class of voting membership which shall consist of all Lot owners. Such Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 2.01 of these Bylaws; provided, however, that no vote shall be deemed to appertain to any Lot during the period that the owner thereof is the Association. The vote attributable to a Lot shall be exercised as a whole. When more than one person or a person other than a natural person owns such interest in any Lot, the vote therefore shall be exercised in accordance with the provisions of Section 2.01 of these Bylaws. The vote 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.

Section 2.03 Suspension of Voting Rights. During any period in which the owner of a Lot shall be in default for more than thirty (30) days in the payment of any annual or special assessment or other charge levied by the Association, after at least ten (10) days prior written notice to such Owner of such default, the voting rights of such Lot may be suspended by the Board of Directors until such assessment or charge has been paid. Such rights may also be suspended for a reasonable period for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III. MEETINGS, QUORUM, VOTING, PROXIES

Section 3.01 Place of Meeting. Membership meetings of the Association shall be held at the Development or at such other suitable place convenient to the members as may be designated in the notice thereof by the Board of Directors.

Section 3.02 Annual Meeting. Annual meetings of the membership of the Association shall be held on the first Saturday in April of each year if not a legal holiday; and, if such is a legal holiday, then on the next following day not a legal holiday. Notwithstanding the foregoing, the Board of Directors may cause any annual meeting of Lot Owners to be on some other date as the Board shall determine to be in the best interests of the Association, and any business transacted at said meeting shall have the same validity as if transacted on the day designated herein. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Lot Owners.

Section 3.03 Special Meetings. The Secretary of the Association shall be required to call a special meeting of the members as directed by the President of the Association or upon the resolution of a majority of the Board of Directors or a petition signed by Lot Owners entitled to cast at least one-half (1/2) of the votes of the Association presented to the Secretary of the Association.

Section 3.04 Notice of Meetings. In addition to the required annual meeting, a meeting of the Association may be called by the president, a majority of the board of directors, or by lot owners having ten percent (10%) of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting the secretary shall cause notice to be hand delivered or sent prepaid by U.S. mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Section 3.05 Order of Business. The order of business at all annual membership meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Election of directors (if election year).
- h. Unfinished business.
- i. New business.

Section 3.06 Quorum. At all membership meetings, annual or special, a quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of all the authorized votes are present in person or by proxy at the beginning of the meeting. No Lot owner whose voting rights have been suspended pursuant to Section 2.03 of these Bylaws shall be counted for a quorum.

Section 3.07 Adjourned Meetings. In the event business cannot be conducted at any meeting of the association or the executive board because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 3.08 Proxy. The vote of any Lot Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Lot owner or by any of such persons. As a means of delivering written notice to the Secretary of the Association, use of electronic mail to the designated association electronic mail address and/or submission via community website (if available) will be allowed. Any proxy shall be void if it is not dated or 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. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot. The presence of any Lot owner at the meeting for which a proxy is given shall automatically revoke the proxy.

Section 3.09 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized by not less than a majority of all of the votes

taken thereon to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. In the event of any tie vote at any regular, special, or adjourned meeting of the Association, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie, unless otherwise provided in these By-Laws.

**ARTICLE IV.
BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS**

Section 4.01 Number. The affairs of the Association shall be governed by a Board of Directors composed of from four (4) to seven (7) persons as determined from time to time by the Association members. Except as otherwise provided herein, each Director shall serve for a term of three (3) years. Directors must be Lot Owners or spouses of Lot Owners at all times during their service as Directors; provided, however, that only one person per Lot may serve on the Board at the same time; provided, further, that the term "Lot owner", for purposes of this Section 4.01 and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any person which is, either alone or in conjunction with any other person or persons, a Lot Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person.

Section 4.02, Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation and these Bylaws.

Section 4.03 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In addition to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- a. Maintenance, repair, renovation, restoration, replacement, care, upkeep and surveillance of the common areas, roads, and facilities, and other portions of the Development to be maintained by the Association;
- b. Levy and collection of assessments levied by the Association in accordance with the annual budget as hereinafter set forth;
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the common elements and facilities;

d. Designation, procurement and dismissal of professional services necessary for the ongoing business of the Association, including, but not limited to: legal services, accounting services and other professional services;

e. Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the common areas.

Section 4.04 Preparation of Annual Budget. It shall be the duty of the Board at least thirty (30) days prior to the end of the fiscal year to prepare a budget covering the estimated costs of operating the common area during the coming year, capital improvements, and a reasonable reserve for operating funds, repairs, contingencies, capital expenditures, and other appropriate purposes. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the end of the fiscal year. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and 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.

Section 4.05 Election of Directors and Term of Office. At each annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in Section 4.06, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting for a term of three (3) years each. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

Section 4.06 Procedure for Election. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes appurtenant to their respective Lots as provided in the Declaration; cumulative voting shall not apply. The procedure for the election of the Board of Directors shall be as follows: at the meeting of the Association at which Directors are to be elected, nominations shall be accepted for not less than the number of positions to be filled by the Board of Directors; upon the closing of such nominations, each owner entitled to vote shall cast the ballot with respect to his respective Lot by listing thereon the names of nominees only for the number of positions to be filled, together with the number of such Lot; and the persons receiving the greatest number of votes shall be elected to fill the vacancies on the Board of Directors. In the event of a tie vote as to any one or more positions, one or more subsequent votes shall be taken in similar manner but only with respect to the position or positions to be filled and the nominees therefore who, on the preceding ballot received such tie vote. In the event that

the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation.

Section 4.07 Removal or Resignation. The lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present may remove any member of the executive board with or without cause. A successor shall be elected at such meeting by the Lot Owners present at such meeting eligible to vote. Any Director whose removal has been proposed by any Lot Owner or owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a Director or termination of his interest in a Lot shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Lot Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Lot Owners.

Section 4.08 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Lot Owners.

Section 4.09 Organizational Meeting. The organizational meeting of each Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the meeting of the Lot Owners at which such Board of Directors or certain members of the Board of Directors have been elected.

Section 4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, without notice other than such resolution. The Board of Directors shall keep minutes of its meetings and full account of its transactions.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board on ten (10) days' notice to each Director, given personally or by mail, electronic mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors.

Section 4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened,

except when a Director states, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 4.13 Entry of Notice. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect, that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the Association.

Section 4.14 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

Section 4.15 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. in the event of any tie vote, the President, or Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 4.16 Action Without Formal Meeting . Any action required or permitted to be taken at any meeting of the Board of Directors or any Committee appointed by the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the Board of Directors or of such Committee, as the case may be, and such written consent, or affirmative electronic mail consent, is filed with the minutes of the proceedings of the Board or Committee. Such consent shall have the same force and effect as a unanimous vote by the Board of Directors or by such Committee, as may be applicable.

Section 4.17 Committees. There shall be such committees as the Board shall determine with the powers and duties that the Board shall authorize. Unless otherwise provided in the resolution creating the committee, the chairperson of each committee shall be a member of the Board. The president shall have the right to appoint, from time to time from the POA members at large, ad hoc committees for specific duties and specific tasks.

ARTICLE V. OFFICERS

Section 5.01 Enumeration of officers. The officers of the Association shall be a President and Vice President, who shall be members of the Board of Directors, a Secretary a Treasurer, and such other officers as the Board may from time to time by resolution create. Each officer must be eligible to be a Director as established in Section 4.01 of these Bylaws.

Section 5.02 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one (1) or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors. Any person may hold two (2) or more offices, except that no person may hold the office of President or Vice-President and Secretary simultaneously.

Section 5.03 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Lot Owners.

Section 5.04 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. The sale of his Lot by an officer or a termination of his interest in a Lot shall automatically terminate his term as an officer.

Section 5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.06 President. The President shall be a Director and shall be Chairman of the Board of Directors. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these Bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 5.07 Vice President. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President may perform such duties as shall from time to time be assigned to him by the Board of Directors.

Section 5.08 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration, the provisions of these Bylaws, or as required by law; (c) be custodian of the Association records; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.09 Treasurer. The Treasurer shall: (a) give receipts and invoices for monies due and payable to the Association from any source whatsoever; (b) authorize vouchers and sign checks for all monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors,

Section 5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI. FISCAL MATTERS AND BOOKS AND RECORDS

Section 6.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association from the common expense fund.

Section 6.02 Books and Records Kept by Association. The Association shall keep detailed, complete and accurate financial records, including itemized records of all receipts and disbursements, shall keep detailed minutes of the proceedings of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors, of all members of the Association and of the holders of all mortgages on the Lots, which shall be furnished by each owner pursuant to Section 6.10 of these Bylaws.

Section 6.03 Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney for any proper purpose. True and correct copies of the Articles of Incorporation of the Association, these Bylaws, the Declaration, and all rules and regulations of the Association with all amendments thereto, shall be maintained at the

principal and the registered offices of the Association, and copies thereof shall be furnished to any Lot Owner on request.

Section 6.04 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific instances.

Section 6.05 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

Section 6.06 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6.07 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 6.08 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.09 Annual Statements. Not later than seventy-five (75) days after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board of Directors shall prepare or cause to be prepared (a) a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and (b) an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the discretion of the Board, be audited statements, upon receipt of written request, the Treasurer promptly shall mail to any members copies of the most recent such balance sheet and income and expense statement.

Section 6.10 Payment of Taxes on Common Areas and Insurance Premiums. The Board shall cause payment to be made, in a timely manner, of all taxes assessed against the common areas or Association property and of all insurance premiums.

**ARTICLE VII.
INSURANCE**

Section 7.01 Types of Coverage. The Association shall maintain in effect at all times as a Common expense the types of insurance coverage required by the Declaration, any workmen's compensation or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate. The Board shall review the amount and terms of such insurance annually.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Parliamentary Rules. Unless waived by majority vote of the Lot Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Roberts' Rules of order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these Bylaws.

Section 8.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

Section 8.03 Amendment. The Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution adopting a proposed amendment proposed by the Board of Directors. Such resolution must be approved by members to which at least two-thirds (2/3rds) of the votes which members present at such meeting in person or by proxy are entitled to cast.

Section 8.04 Indemnification. Each Director and officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he is or was a Director or officer of the Association, shall be indemnified by the Association against those expenses and costs which are allowed by the laws of the State of Georgia and which are actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein. To the extent obtainable, the Association shall maintain insurance on behalf of Directors and officers of the Association against all liabilities asserted against and incurred by any such person in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such Directors and officers against such liabilities under the laws of the State of Georgia.

Section 8.05 Agreements. Subject to the provisions of the Declaration, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be

binding upon all Lot Owners, their heirs, legal representatives, successors, assigns or others having an interest in the Development, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice, such duties of the Association as may be determined by the Board of Directors. Any management agreement for the Development shall be terminable without payment of any termination fee by the Association or the manager with cause upon not more than thirty (30) days' written notice and without cause upon not more than ninety (90) days, written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. During the term of such management agreement, the manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers and duties specifically and exclusively reserved to the Directors, officers or members of the Association by the Act, the Declaration or these Bylaws.

Section 8.06 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, which shall remain in full force and effect.

Section 8.07- Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.08 Headlines and Captions. The articles and section headings and captions are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or in any way affect the provisions hereof.

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We, the undersigned, Board of Directors of Queens Gap Property Owners' Association, Inc., a Georgia nonprofit corporation, do hereby certify that the within and foregoing Bylaws were adopted as the Bylaws of the corporation on the 16th day of March, 2019 and that the same do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this date:

Billy J. Toups, President

William Towhey, Vice President

Martha A. Caver, Secretary/Treasurer

C. Everett Moore, Jr., Director

Michael F. Otero, Director

Catherine M. Powell, Director

Gary L. Lukoski, Director