

**BYLAWS
OF
GOOSE ISLAND HIDE AWAY
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

NAME AND LOCATION. The name of the corporation is GOOSE ISLAND HIDE AWAY PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal address of the Association shall be located at P.O. Box 304, Cherrylog, Georgia, 30522, but meetings of Members and Directors may be held at such places within the State of Georgia, County of Gilmer, as may be designated by the Board of Directors. "Association" shall mean and refer to Goose Island Hide Away Property Owners Association, Inc. and its successors and assigns.

PURPOSE

The Bylaws are the rules by which the Association enforces and implements the Covenants. Bylaws are enacted for the purpose of enforcing, enhancing and or benefiting the Covenants. The principle objectives and purposes of the Association are as follows:

- A. To promote the general welfare of Goose Island Hide Away Property Owners;
- B. To promote and foster enterprises of any and every kind that may be for the welfare; assistance, recreation or convenience of said Property Owners;
- C. To include, but not be limited to, the right to maintain security, private roads, water system, Common Areas, parks and other services for the use or benefit of said Property Owners; and
- D. To operate and promote activities for educational, social, recreational and general welfare purposes of said Property Owners.

**ARTICLE II
DEFINITIONS**

Section 1. "Property" shall mean and refer to that certain real Property described in the Protective Covenants for Goose Island Hide Away Development and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2. "Common Area" shall mean all real Property owned by the Association for the common use and enjoyment of the Property Owners.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 4. "Property Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Covenants" shall mean and refer to the Protective Covenants made and published the 12th day of May, 1994 for Goose Island Hide Away and recorded in the Office of the Clerk of Superior Court of Gilmer County, Georgia.

Section 6. "Fiscal Year" shall mean the twelve month period beginning on the first day of January and ending on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE III MEETING OF THE MEMBERS

Section 1. Annual Meeting. Each Annual Meeting of the Members shall be held on a Saturday in the month of September at a place, date and time set by the Board. Notice to the membership shall be given at least thirty (30) days prior to the date of the Annual Meeting.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership of the Association. Written notice of each Special Meeting of the Members shall be given by or at the direction of the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, no less than ten and no greater than 60 days before the meeting, to each Member entitled to vote thereat. Notice will be sent to the Member's address last appearing on the books of the Association or supplied by such Member to the Association. Such notice shall specify the place, date and time of the meeting and the purpose of the meeting.

Section 3. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 25 percent (1/4) of the votes of the membership of the Association shall constitute a Quorum for any action except as otherwise provided in the Articles of Incorporation or these Bylaws. If, however, such Quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by Proxy. All Proxies shall be in writing and filed with the Secretary at least three days prior to the meeting where the Proxy will be used. Every Proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. All Proxies shall be specific to the meeting it is entitled for. A Proxy form shall be specified by the Board of Directors, specific to the meeting and with an expiration date. Presence of the Proxy giver at the meeting for which the Proxy was given shall automatically invalidate the Proxy for that meeting.

Section 5. Definition of Vote. A Vote shall be cast for each Lot owned or any portion thereof owned.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of not more than nine (9) or less than seven (7) Directors, who must be Members of the Association or of the family unit of the Member. Four of the Directors will also serve as Officers. The President and

Vice-President must be full-time residents and the majority of the Board of Directors shall also be full-time residents.

Section 2. Term of Office. At the first Annual Meeting the Members shall elect Directors to serve for a term of three years for three Directors, two years for three Directors, and one year for three Directors, and until a successor shall be elected and shall qualify. At subsequent Annual Meetings, three Directors shall be elected each year for a term of three years.

Section 3. Removal. Any Director may be removed from the Board, with "Cause", by a majority vote of the Board of Directors. "Cause" being defined as the event of death, absence of three consecutive meetings, failure to pay fee assessments or resignation. In the event of removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. The Nominating Committee shall make nomination for election to the Board of Directors. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Board of Directors shall appoint the Nominating Committee following each Annual Meeting of the Members, to serve until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among the Members in good standing with the Association at the time of acceptance of nomination and subsequent election (*approved and adopted revised text 09/15/07*). A majority of the Directors must be full time residents. The first Nominating Committee will be appointed at the same time in which these Bylaws are approved and adopted. It will be the duty of the Nominating Committee to present a slate of Directors for consideration at the Annual Meeting in September.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their Proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they would take at a meeting by obtaining the written approval of a majority of the Directors. Email or fax shall be considered a proper vote. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held during the months of April, August, October and January at such place, date and time as set by the Board. All meetings shall be open to the membership.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three Directors, after not less than five (5) days notice to each Director. Notice may be by phone, fax, mail or e-mail.

Section 4. Quorum. A majority of the number of Directors shall constitute a Quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a Quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- A. Adopt or amend and publish rules and regulations governing the use of Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties, including but not limited to monetary fines, for the infraction thereof;
- B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;
- D. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- F. Issue lien for non-payment of assessments, including costs, attorney's fees and recording costs.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Members of the Association who are entitled to vote;

- B. Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;
- C. Manage the financial affairs of the Association, which shall include but not be limited to:
 - 1. prepare and approve the annual budget;
 - 2. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 3. send written notice of each assessment to every Property Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - 4. foreclose the lien against any Lot for which the assessments are not paid. A notice of delinquency will be sent after thirty (30) days, with lien placed if no arrangements are made for payment within sixty (60) days of notice; and
 - 5. deposit received funds into a bank account.
- D. Enforce by legal means or otherwise the Bylaws, Covenants, and Rules and Regulations of the Association; and to assess penalties, including but not limited to monetary fines, for the infraction thereof;
- E. Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable charge for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- F. Procure and maintain adequate liability and hazard insurance on Property owned by the Association;
- G. Cause all Officers, Directors, agents and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- H. Provide Errors and Omission, and Liability insurance for the Directors and Officers; and
 - I. Cause the Common Area to be maintained.
 - II.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President, Vice-President, Secretary and Treasurer and such other Officers as the Board may from time to time by resolution create. The President and Vice-President must be full-time residents.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed, or otherwise be disqualified to serve. *(Approved and adopted to remove former last sentence of this section – 9/15/07).*

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such a period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any Officer from office with “Cause”. Any Officer may resign at any time giving written notice to the Board, the President or Secretary. Such resignations 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office, except in case of special offices created pursuant to Section 4 of this Article.

Section 8. Expenditures. Expenditures of \$5,000.00 dollars or greater must be approved by the Board.

Section 9. Duties. The duties of the Officers are as follows:

President

The President shall preside at all meetings of the Board of Directors. The President shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, minutes of meetings he/she presides over, and other written instruments, and shall co-sign all checks and promissory notes equal or greater than \$3500.00. The President shall perform other duties as are customarily pertinent to the office of President, or as may be directed to perform by resolutions of the Board of Directors, consistent within the provisions of the Bylaws of the Association.

Vice-President

The Vice President shall act in the place and instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her. The Vice President shall chair the Property Maintenance Committee.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their current addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association subject to the limitations of

Section 8 and 9; keep proper books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the Members.

ARTICLES IX COMMITTEES

The Board of Directors shall appoint an Architectural Review Committee (ARC) (*approved and adopted committee name change – 9/30/06*), Property Maintenance Committee and a Nominating Committee, as provided in these Bylaws. The ARC (*approved and adopted committee name change – 9/30/06*) shall have the authority and responsibility to take such action as they deem necessary, including but not limited to, approval of all additions, changes, fencing, proposed construction, etc. In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be made available, during reasonable business hours, for the inspection of any Member, with written notice of at least 5 days having been made to the Treasurer. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

Section 1. Each Member is obligated to pay the Association annual and special assessments as determined by the Board. Such assessments are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within (30) days after the date due, a late fee of 10% will be assessed after February 1st, and the assessment shall bear interest at an annual rate of 12% from the date of delinquency. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees, and court costs of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area.

Section 2. Special Assessments may be levied by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. In the Board Resolution authorizing such Assessment, the due date shall be specified. The total of all Special Assessments in any one year and against any one (1) Lot in Goose Island Hide Away shall not exceed fifty (50%) percent (*approved and adopted percentage change – 9/15/07*) of the annual assessment for each Lot, UNLESS approved by sixty (60%) percent of the total voting interests of the Association.

The notice of any Board meeting at which a Special Assessment is to be considered shall be given to the general membership. No action on a Special Assessment may be taken by the Board of Directors pursuant to Article VI, Section 1.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Goose Island Hide Away Property Owners Association, Inc. The Seal shall be used in Accordance with the Laws of Georgia and the Covenants and Bylaws of the Association.

ARTICLE XIII AMENDMENTS

Section 1. These Bylaws may be amended, at an Annual Meeting or Special Meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy. Notice shall be given at least thirty (30) in advance, and a copy of the proposed changes/ modifications should be mailed to Members with the notice.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

ARTICLE XIV RULES AND REGULATIONS

1. No hunting or discharge of firearms is permitted within the Property.
2. The Property Owner shall be responsible for repairs/replacement of damage that occurs within the Property to roadways, the covered bridge, the camera and security systems, gates, signage, etc. when caused by the Property Owner(s), their family members or guests. The Property Owner shall be presented with an invoice for the damage and will have 60 days to pay such invoice before the Association places a lien against their Property.
3. Any open fires within the Property, including the burning of trash, must be performed pursuant to obtaining a Burn Permit and must adhere to the Rules and Regulations of the Georgia Forestry Commission.
4. Recreational vehicles, including boats, must be parked in a location and manner that is unobtrusive and inconspicuous to passersby.
5. Construction or landscaping equipment and/or materials must be stored out of view, if possible, or if not possible then in a location and manner that is unobtrusive and inconspicuous to passersby.

6. No removal, topping, excessive pruning, or destruction by any other means of large trees (large is defined as equal to or greater than 9 inches in diameter at a height of 5 feet above the ground) is permitted without prior approval of the Architectural Review Committee (*approved committee name change – 9/30/06*).
7. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Lot, Parcel or Tract, hereinafter "Lot") whether improved or otherwise, and each successor purchaser or grantee, shall be assessed and subject to a non-refundable, non-prorated "Capital Contribution Assessment". This assessment shall be assessed upon each and every conveyance or transfer of such Lot to any person or entity, other than the spouse, children or heir of the owner. The amount of the Capital Contribution Assessment shall be \$500.00, but may be increased by the Board each year in an amount no greater than 25% above the prior year's Capital Contribution Assessment amount.

The Capital Contribution Assessment shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Lot and shall be collected at the closing of each such conveyance or transfer and disbursed to the Association. This assessment shall not constitute an advance payment of annual assessments, and shall be in addition to, and not in lieu of, the annual assessment. This Assessment shall constitute a continuing lien against such Lot and a personal obligation of the purchaser or grantee of such Lot, from the time of the conveyance until paid in full.

Funds generated by the Capital Contribution Assessment shall be used for the general purposes of promoting the health, safety, welfare and common benefit of the membership as may be more specifically authorized from time to time by the Board (*approved and adopted – 9/30/06*).